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The Solicitors' Journal.

LONDON, JANUARY 23, 1864.

THE PRACTICE OF TRIAL BY JURY in courts of equity has completely outrun any practice of accommodating the jury in those courts. "I construe the statute thus," said the Lord Chancellor in *Young* v. *Fernie*, 12 W. R. 221, referring to the Chancery Trial Act of 1862, "that the rule is for the future to be that these questions shall be decided in chancery; and that the proviso contained in the 2nd section is to be the exception." The questions present to the mind of the Court were questions of the validity of patents; but, inasmuch as the Lord Chancellor continued, "the Court must be satisfied that justice will be better done in the particular case in question by directing an issue, in order to bring the case within the exception," all cases in which questions of law and fact are bound up together, may, on the authority of *Young* v. *Fernie*, be regarded as within the rule, unless where justice requires an exception to be made. But the enactment of chancery jury trial is not the statutory establishment of an abstract principle merely, great as is the principle that a civil cause shall be begun, continued, and ended in the same court. Neither the Act of 1862, nor that of 1858 can, like the Acts to exonerate the personal estate of mortgagors, or to give powers to trustees and mortgagees, be carried out by the action of the judge alone. It was easy for the Legislature to provide in terms by the earlier Act, that any question of fact might be tried by a jury before the Court—that a jury might be summoned—and that every juryman should have the same rights as in trials at common law; and, by the later Act, that all this should be applicable, although the title to relief might depend upon a question of law. But where is the propriety of summoning a jury if, when the good men come, they can find no place to sit in, unless they obstruct Queen's counsel at the wicket of the inner bar, and thrust shorthand writers from the cross benches? How can a juryman enjoy the common law rights given to him by a statute which does not provide either for building or hiring a room into which he may withdraw with his weary fellows to consider their verdict? On Friday week, a special jury before Vice-Chancellor Wood, which had already sat for three days, on the fourth was obliged passively to hear out counsel, even quoting poetry. Then, at 12.30., says the *Times*, the jury "retired 'to the place prepared for them' (wherever that may have been), under the custody of one of the ushers, and on their return to court at 2.5.," gave their verdict.

The Foreman of the jury then asked his Honour whether some further remuneration than the ordinary £1 1s. could not be directed.

The VICE-CHANCELLOR regretted very much that he had no power to make such an order, for he considered the remuneration quite inadequate for the trouble and inconvenience to which the jury had been subjected for more than three days. His Honour further observed that he had been obliged to send the jury to his own chamber to consider their verdict, since the Legislature, who had thought fit to direct trials by jury in chancery, had not provided suitable accommodation for the purpose.

We may add that, during the long progress of this trial, the state of the court and the utter want of accommodation for holding a trial by jury (or, indeed, any other trial), gave rise to frequent and indignant comments. We are not calling attention to the matter for the first time, and, at the risk of repeating our own words, we can only describe the small, ill-ventilated den provided in 1840 as a temporary court for the Vice-Chancellor, as a disgrace to this country; but, upon occasions like this, when a jury is summoned and the case proves interesting, the inherent evils of the building are brought into most striking prominence. The jury-box, which has to be moved about from court to court, as occasion may require, takes up nearly half of one side of the building, and renders the presence of shorthand writers impossible, except so far as they can win for themselves a place by their own right arm in the crowded back benches. No retiring-room is provided for the jury; they have to consider their verdict where they can. On this occasion, the Vice-Chancellor had to give up his own chambers for their accommodation. The witnesses when ordered out of court have no waiting-room whatever. They must, old or young, gentle or simple, pace up and down the purlieus of Lincoln's-inn, whatever may be the weather—and this week, at least, has not presented weather particularly favourable for long waiting out of doors. Perhaps, however, the alternative of the foul, ill-ventilated court, densely crowded, and with an atmosphere positively poisonous, is even worse. On the utter want of decent accommodation for barristers and solicitors we need not now enlarge. The matter is not now mentioned by us for the first time, and whatever inconveniences are felt by the profession on ordinary occasions from the want of space, means of writing, struggle for seats, &c., these inconveniences are infinitely increased upon occasions like the present. Whatever benefits may result from trial by jury in Chancery, one thing at least seems certain, that the experiment might well have been postponed until that somewhat visionary period when the "Palace of Justice" shall have been completed.

Where the Vice-Chancellor himself went between 12.30 and 2.5, which would include the usual short period of refreshment, does not appear. Not only in bodily pressure of men, in the breathing each other's breaths, in the alternation of hot gases with the raw and damp air, and in the disorder of business, are the two sheds in which equity is stabled at Lincoln's-inn, "a disgrace to the country;" but those sheds are doubly a disgrace, through the insult put upon justice in the person of its administrators. The Lord Chancellor has been heard to say, that if you go to the House of Commons with a proposal for a vote of fifty or a hundred thousand pounds to set up a museum for stuffed monkeys, you are patiently and favourably listened to—you may get the money; but ask for a shilling to build courts of justice, you are looked upon with coldness and suspicion. Perhaps, as a bishop was to be burnt before railway carriages would be left unlocked, one of the Vice-Chancellors must die on the Bench from asphyxia, before they will cease to be troglodytes in these Lincoln's-inn "dens."

WHEN A HOUSEWIFE misses once and again pieces of Brussels lace, and cannot tell where sundry of her cambric handkerchiefs, or, it may be, of her household stores, have gone, she turns anxiously in her mind how she shall rid herself of Phillis without a scene. A quarrel must be picked; but, then, about the girl's "character." What is to be done? Can the mistress tell an inquirer that Phillis is civil and sober, and understands her work? "But, is she honest?" "Well, she has never been proved to be otherwise, and she is not discharged for dishonesty." Can a mistress venture so far for the sake of peace and quietness? Or, if she is unwilling to disclose the true cause of dismissal, but able to brave the servant's anger and hostility, can the mistress take refuge under a generality, and only advise or suggest that the inquirer "might, perhaps, try her," without giving the girl a character? "X. Y. B." (X. Y. A. having, we suppose, by this time become a class exhausted) writes to the *Times* that the mistress is compellable by law to give her discharged servant a character. Thereupon, "A Barrister of the Middle Temple" comes forward, very properly, to assure housewives, by reference to *Carrol* v. *Bird*, 3 Esp. 201, an

action brought by a servant against her master for refusing to give her any character whatever, on dismissal, where Lord Chief Justice Kenyon said that in the case of domestic servants there was no law to compel a master to give a servant a character, it might be a duty which their feelings might prompt them to perform, but that there was no law to enforce the doing it. After referring to the privileged character of a communication in giving a character, the "barrister" expresses his opinion that a clearer knowledge of the law on the subject would help materially to improve their relative positions. To contribute some knowledge of the practical working of this law, another correspondent, "Justice," taking the bandage from her eyes, writes, that you must be very cautious of telling the bad conduct of a servant, because there are unfortunately not wanting many "low attorneys," who are always ready and willing to take up a case for a bad discharged servant against a master, on the condition of no expense to the servant if they fail. "Justice" thinks that such cases are promoted by the county courts, because there is no appeal. A new "plea," we are told is now put forward by discharged servants, dismissed without sufficient cause, and numerous cases are mentioned in a general way in support of the novel attempt. Where a proper warning is given to a servant, no such ground of action can, of course, exist. In other cases, there is probably as much disposition on the master's part to arbitrary dismissal, as there is on the servant's to revenge, or to becoming the tool of a low attorney. Many of such servant cases are probably speculative. Many great or important cases have been so undertaken, where otherwise an injury or deprivation of right would practically have been remediless. Speculative business is bad in principle, and leads to abuses; but it is sometimes better than a denial of justice. It is an evil which corrects itself. "Justice" considers that very much must depend on the judges setting their faces against improper actions by discharged servants. We hope that the judges do set their faces against all improper actions. A discerning administration of justice goes far to check the rank growth of speculative business; but, in the particular case of servants' characters, some knowledge of law on the part of the masters, or, what is a better thing, sound legal advice, cuts away the ground altogether of such business. Good treatises, easy of reference by heads of families, are now published on branches of law of popular use. In the "Manual of Common Law," by Mr. Josiah Smith, which is one of the best of the compendious books, we find the following as the condensed law from the numerous sources mentioned in the extract:—

"A master is not bound to give his servant any character at all. If, however, he gives character, it ought, of course, to be a true one; yet, if he gives a bad character untruly, he will not be liable, unless he gives it voluntarily, and without being applied to, or unless it can be shown to have proceeded from malice, as where it is proved to have been contrary to his knowledge or belief (Smith's Mast. & Serv. 249-50; 2 Ste. Com. 245; Addison on Torts, 589; Broom Com. 722; Selw. N. P. 1055, 1267; Rose Evid. 567). A master is bound, in answer to inquiries, to give information of misconduct of which a servant has been guilty after having left his service. And, if a master gives a good character, he is bound to communicate to the person to whom such character was given, any subsequently discovered circumstances which show that it was not deserved (Add. Torts, 589-90; Sm. Mast. & Serv. 258-9)."

On the extent of the privilege attached to communications, respecting servants' characters, our readers will doubtless remember the recent case of *Fryer* v, *Kinnersley*, 12 W. R. 155.

Mismanagement seems to be a permanent feature of the English Court of Bankruptcy. On Wednesday last, an application was made to the Lord Chancellor to stop the annuity of £800, which was granted as a retiring pension to Mr. Johnson, one of the official assignees, until he had paid a sum of £14,738, being the amount of the balances of a number of bankrupt estates in his hands, for which he has never accounted. Although it is the duty of official assignees to pass their accounts every quarter, it appears that, at least in Mr. Johnson's case, this duty was systematically neglected, and that, at the time of his retirement, a very large number of accounts were still unaudited. Considering the large staff, and the enormous cost of the Court of Bankruptcy, it is difficult to suggest any excuse for such a state of things. The Lord Chancellor, however, has announced his determination to visit, with the penalty of dismissal, any such delinquency on the part of the officials in future.

We believe that the following resolutions will be moved at the special general meeting of the Incorporated Law Society convened for the purpose of taking into consideration the subject of the foundation of a Royal College of Attorneys:—1. That having regard to the important duties performed by the attorneys and solicitors of England, and to the trust and confidence reposed in them by their clients, comprising all classes of the community, it is of high importance, and for the best interests of the public, as well as of the profession, that a Royal College of Attorneys and Solicitors should be established. 2. That the president and council of the Incorporated Law Society be requested to take the subject into their early consideration, and if thought desirable, to apply for a Royal Charter or Act of Parliament, or to take such other steps as to them may appear necessary for procuring the foundation of a Royal College of Attorneys and Solicitors.

At a meeting of the judges appointed under the will of the late Dr. Swiney, held at the house of the Society of Arts, on Wednesday last, the bequest under the will in favour of the "Author of the best published treatise on Jurisprudence," has been awarded to Mr. Henry Sumner Maine, LL.D., late Regius Professor of Law in the University of Cambridge, and late Reader on Jurisprudence and Civil Law to the Inns of Court, and now a member of the Legislative Council of India, for his work on Ancient Law.

Mr. Alfred Bell, Mr. Francis Thomas Bircham, Mr. John Clayton, Mr. John Coverdale, Mr. William Ford, Mr. Bartle John Laurie Frere, Mr. George Burrow Gregory, Mr. Edward Lawrance, Mr. Frederic Ouvry, Mr. Arthur Ryland, Mr. William Sharpe, and Mr. John Young, have been appointed examiners for the present year for the examination of candidates applying to be admitted solicitors; and the same gentlemen, together with the several Masters, for the time being, of the Courts of Queen's Bench, Common Pleas, and Exchequer, and Mr. Ralph Barnes, Mr. Joseph Maynard, Mr. John Hope Shaw, Mr. John Welchman Whateley, have been appointed examiners for the same period, for the examination of candidates applying to be admitted attorneys.

Mr. Frederick Kent, solicitor, of No. 11, Cannon-street West, City, has addressed the following letter to the *Times*, in reference to the charge of assault reported in that journal, and which also appeared in our columns, last week:—

Re Meads:—I have been much annoyed since your report of the above case, by reason of some of my friends imagining (although my Christian name is totally different) that I am the Mr. Kent therein referred to. Will you do me the favour of inserting this letter, so that I may not be wrongfully mixed up with such an affair, and my friends may know that I am not the person named.

Mr. James Vaughan, of the Oxford Circuit, has been appointed to succeed Mr. Corrie (who has been elected to the office of City Remembrancer) at the Bow-street Police-court. Mr. Vaughan has had extensive

experience in criminal business, both on Circuit and at the Staffordshire sessions.

Mr. Montagu Chambers, Q.C., will take the chair at a dinner to be given to Mr. Justice Shee by the Home Circuit, on the 28th inst.

Solicitors' Benevolent Association.—The Fourth Annual Public Festival of this Association will take place at the Freemasons' Tavern, London, on Tuesday, the 7th of June next, under the presidency of the Right Hon. Lord Chief Justice Cockburn. This useful society for decayed solicitors and their widows and families is favourably progressing.

The Juridical Society will hold its next meeting on Monday, the 25th of January, at eight o'clock, p.m., precisely, when Mr. C. Clark will open a discussion on "The Principles that ought mutually to govern the Conduct of Neutrals and Belligerents."

THE EFFECT OF A SUPERSEDEAS OF BANKRUPTCY ON RIGHTS OF SUIT.

In the case of *Adams* v. *Sworder*, 11 W. R. 560, recently decided by the Lords Justices, some collateral points of great interest were judicially considered. The circumstances of the case were very remarkable. A trader, being entitled to a life interest in real estate of considerable value, became bankrupt, and the property in question was sold by his assignees, and was purchased, after an unsuccessful attempt at a sale by auction, by a person who had acted as auctioneer at the attempted sale; but the purchase would appear to have been, in fact, made jointly for himself and the country solicitor to the assignees. The property was alleged to have been bought at an undervalue; but, however that might be, it is clear, upon the common rule of equity, that the transaction, if it had been impeached by the assignees, would have been rescinded upon the usual terms. The fact, however, of the assignees having ever complained of the transaction, or intimated any wish to undo it, does not appear. The bankrupt, having passed an unsatisfactory examination, and been refused his certificate, made, by himself or his friends, an offer to pay a sum of money to the assignees, to be applicable for a further dividend among his creditors. The offer was made to and accepted by meetings of the creditors, convened in accordance with the provisions in that behalf of the Bankruptcy Act, 1849, sections 230 and 231, and the bankruptcy was, by virtue of the same statutory provision, superseded or annulled. Under this state of things the bankrupt filed his bill against the purchasers of his life estate to rescind the sale, upon the ground of the fiduciary relation of the vendees, but the bill was dismissed by the Vice-Chancellor Stuart, after an examination of the bankrupt, by which, circumstances of improper suppression by the bankrupt, from the knowledge of his creditors, of the amount of his assets, seem to have been established. Upon appeal from this decision, the Lords Justices have reversed the decree and rescinded the sale, upon the usual terms in such cases. So far as the case was one for relief against a fiduciary vendee, it is only an illustration of the ordinary doctrine of the Court, and it was scarcely denied that if the assignees had been the plaintiffs before the *supersedeas*, it would have been vain to resist the relief sought. The personal competence of the plaintiff to maintain the suit, was the point chiefly insisted upon by the counsel for the defendants. It was urged that a fraud had been committed by the bankrupt on his creditors, of which fraud it was said the defendants having notice, they were justified in resisting, and bound to resist, the bankrupt's attempt to enforce this claim. By yielding to the plaintiff's demands, the defendants would, it was said, be aiding the bankrupt to obtain the fruits of his fraudulent conduct, as against his creditors, and that, at all events, the defendants could not be made to answer to the bankrupt for a grievance, which, if it existed, was one, the redress for which must be sought by the assignees. This objection seems to have weighed with the Vice-Chancellor, but was overruled on appeal, on the ground that the statutory *supersedeas* of the bankruptcy, remaining unimpeached, the Court could not inquire into the merits or demerits of the bankrupt.

Another objection was also strenuously urged by the defendants' counsel. It was grounded upon the legal impossibility of transferring such a right of suit as this (which was one originally vested in the assignees) to overturn a legal conveyance for equitable fraud, and which could not be transferred by them to another, by any act *inter vivos* (see Tapp on Maintenance and Champerty, pp. 39-41). The Court of Appeal, however, did not give effect to this argument; but the Lord Justice Turner, without denying the doctrine contended for, intimated his doubts whether the doctrine could be applied to the circumstances of such a case as this, and, however that might be, he was of opinion that the effect of the *supersedeas* was to enable the bankrupt to sustain the present suit, whatever the effect might be of a transfer of such a right of suit to a mere stranger, in making such a case obnoxious to the rule in question, against the alienation of a bare right of litigation. This case shows the difficulty of reconciling the consequences which seem to be attributed by our law, to the effect of a *supersedeas* of Bankruptcy, with any accurate enunciation of principles. The point is not very clearly elucidated by any decided case. The validity of the acts of the assignees is generally provided for by the covenants of the bankrupt, to confirm all sales, &c.; but this, it is evident, will not meet all the difficulty. In the case now under consideration, it is clear that if it be viewed as a remitter of the bankrupt to his former right, it would not have enabled him to sue, for there was no privity between the bankrupt and the vendees of the property (at least prior to the *supersedeas*); the contract of the vendees was with the assignees, and the breach, if any, of the fiduciary obligation was against them, and it is quite clear that but for the *supersedeas*, no claim could ever have been maintained by the bankrupt (*Rochfort* v. *Battersbee*, 2 Ho. of Lds. Cas. 407). Some other principle, therefore, seems necessary, in order to support the bankrupt's suit in this case, and it may perhaps be thought to be furnished by atributing to the *supersedeas* the effect of operating, by a kind of *ex post facto* relation, to make the assignees, in the matter of the sale, the agents of the bankrupt, who might therefore be held entitled to enforce any equitable right which might result from the conduct of persons contracting with the assignees.

The legal effect of a *supersedeas* or annulment of a bankruptcy is a point not so clearly established as the importance it may have on many questions of title to property renders desirable. Repeated dicta of Lord Eldon, and at least one express decision (*Ex parte Smith*, Buck. 262, n.), clearly show that his Lordship's opinion was that a *supersedeas* had the effect of placing all parties in the same position as if no bankruptcy had ever taken place. On the other hand, there is an elaborate judgment of the Court of Exchequer (*Smallcombe* v. *Olivier*, 13 M. & W. 77) arriving at a conclusion the reverse of that of Lord Eldon, after a reasoning, in which the weight due to the admitted opinion of that very learned judge was fully considered. It certainly is not by any means a satisfactory state in which to find the law, that it depends on whether the opinion of Lord Eldon or the Court of Exchequer be the correct view, that we may be enabled to say, if the legal estate of property, the owner of which may have been adjudicated bankrupt, and the adjudication afterwards annulled, is vested in the first appointed assignees of the *quondam* bankrupt, or in himself or his subsequent assignees, or others claiming under him. An obvious difficulty of title might result from the doctrine of *quasi postliminium*, or blotting out of all intervening circumstances, which seems to be the effect of Lord Eldon's view. If, for instance, the real estate of

a bankrupt were sold by the assignees, a judgment being at the time registered against the bankrupt, *but not entered up one year*, the title gained by the purchaser would be valid and free from the judgment-creditor's claim; but let the bankruptcy be afterwards annulled, and although the bankrupt may, according to the usual custom, covenant to confirm the sale, it is evident, upon the theory of the bankruptcy being blotted out, that the purchaser would have no protection against the lien of the judgment creditor. The Bankruptcy Acts, which gave the power of obtaining the annulment of the bankruptcy by the consent of a certain proportion of the creditors, appear to have made no provision for such a case as this, for it is clear that section 131 of the Bankruptcy Act, 1849, validating sales, &c., of the assignees under certain circumstances, does not apply to a case where the bankruptcy is annulled with the creditors' assent. It is true that formerly, under the general jurisdiction of the Chancellor, to supersede where *all* the creditors consented, the bankrupt was bound, in such a case, to find an indemnity to purchasers against judgments (*Ex parte Lautour*, Mont. & B. 89), and doubtless also, under the Act of 1849, if the attention of the Court had been drawn to the fact, it would have been made a condition of the grant of the annulment, that a purchaser should be indemnified under such circumstances. But the Act does not appear to provide any means whereby the interests of the purchaser would be *necessarily* guarded by notice or otherwise. The judgment of the Court of Exchequer in the before-cited case, which is a learned and careful investigation of the subject, enumerates many embarrassing consequences of the doctrine which was sanctioned by Lord Eldon's high authority. However, it must be admitted that the latter view seems to have been very generally assumed to be the true principle (see *Gould* v. *Shayer*, 6 Bing. 738), and it may perhaps be thought that the Legislature has itself sanctioned it, by protecting the persons dealing with the assignees in certain cases, though all the cases which might need such protection have not been provided for (12 & 13 Vict. c. 106, ss. 131, 155), and also by compelling the bankrupt, if required, to join in the conveyance (sec. 148).

In any view, it seems impossible to treat such a case as *Adams* v. *Sworder* as other than the *transfer* of a right from the assignees to the plaintiff, unless we [resort to the principle, before suggested, of agency by relation, as resulting from the *supersedeas*. But even if driven to admit that the *locus standi* of the plaintiff must be referred to his character of transferree of a right of suit originally vested in the assignees, it may still be thought that the Court was justified in not yielding to the objection urged against the transferribility of such a right to a stranger. For, independently of the peculiar relation of the bankrupt to the assignees, distinguishing his case from that of a mere stranger, it may, perhaps, be successfully urged that this case would fall within that class of decisions in which it has been held that a right of suit which, if gained *per se*, and with a direct view to the hostile enforcement thereof, it would be unlawful to take by assignment, may, nevertheless, when forming part of, and as an accessory to, other general rights, be made the subject of transfer as part of such general rights which are themselves lawfully the objects of assignment (see the cases cited in "Tapp on Maintenance and Champerty," pp. 69-71). It may, perhaps, be said that the right to overturn the sale in this case might lawfully pass to the plaintiff if he be considered, by the effect of the *supersedeas*, as the purchaser of the general rights or *universitas juris*, which his assignees, by virtue of their appointment, obtained in regard to the bankrupt's estate. The decision of the Court of Appeal sustains the plaintiff's suit not only against any objections to his personal competence on the ground of any general legal rule, but also against any argument from his inability to show that the intention of his creditors, in assenting to the *supersedeas*, was to transfer to him, *for his own benefit*, any right of suit in respect of the impeached sale. The pressure of this latter objection seems only to have been so far acknowledged by the Court as to induce an expression in the judgment, "That the Court gave no opinion as to whether the plaintiff could retain the fruits of his success as against his creditors."

DEFECTS IN THE LAW OF DIVORCE.

A few weeks ago the *Fitzgerald case* directed public attention to a serious defect in the procedure of the Divorce Court. It brought to light prominently an anomaly arising out of the system of pleading adopted by that tribunal, according to which, a married woman might be alleged, and, for the purpose of the particular case, be proved, to be guilty of adultery with the husband of the petitioner, although the alleged adulteress never had any right or opportunity, from beginning to end of the suit, of being heard in her own defence. In *Fitzgerald* v. *Fitzgerald*, it was quite as distinctly put in issue whether the lady with whom the respondent was alleged to have committed adultery was guilty of the offence with him, as whether he had been guilty of it with her; and yet, but for the accident of her being produced as a witness, and so enabling her to meet the charge, she would not improbably have been condemned in the eyes of Society, and would have found it much more difficult afterwards to have cleared herself, in the eye of the law, from the necessary inference of her guilt that would have arisen if a decree for dissolution had been made between the parties; the suit being one in which she was unrepresented, and had no right to make her appearance. We suggested at the time* that the proper remedy for this evil would be to adopt the system of pleading which has been found to work so well in the Court of Chancery, which requires to be made parties to the record all persons who are shown to have any real interest in the issues raised. Thus, where a woman in the Court of Divorce petitions against her husband on the ground of adultery with a known woman, *her* name ought to appear on the face of the petition, and, at all events, if she be a married woman, and thus has an interest in the question raised, such as the law can recognise, she ought to be made a co-respondent, and thus be enabled to appear before the Court, as occasion required, to protect herself. This would prevent the possibility of a decree being snapped, or taken by collusion between the parties, or by the negligence of the respondent, behind her back. There are, however, other important features in the Law and Procedure of the Divorce Court which have given rise to much unfavourable comment among lawyers, and "A Barrister," who is evidently familiar with both, has discussed, in a letter to the *Times*, some noteworthy particulars in which the present state of the law works some injustice. He addresses himself mainly to two points,—first, to its want of reciprocity and comparative hardship towards women; and, secondly, to serious defects in its procedure, and in one of its most important rules of evidence. Upon the first point he observes as follows:—

> For one single act of adultery on the part of a wife, a man may obtain a sentence of divorce, and be freed from all liability to contribute one farthing towards her maintenance, unless the Court should exercise its power of ordering him to secure some provision for her. Such, however, has been the stern severity of the Court, that it has, I believe, in no single instance exercised that power without the consent of the husband himself.
>
> Is there any reciprocity? The husband may for years have treated his wife with contumely and indifference, may habitually have committed adultery, almost under the eyes of his wife, and may at last have broken up his home, deserted

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* 8 S. J. 154.

his wife, and proceeded to America with a lady of unquestionable notoriety. Still the innocent wife cannot obtain a divorce. The law says the husband's desertion is not complete until after the expiration of two years. For him there is a *locus penitentiæ*. After twenty months, being himself abandoned by his spendthrift mistress, he returns or offers to return to his wife That offer to return terminates the desertion, and deprives the injured wife of her chance of freedom. She can only obtain a judicial separation. Surely this is not just. Even if aggravated and habitual adultery be not a sufficient ground for divorce on the wife's petition, adultery coupled with *bonâ fide* desertion should be deemed sufficient, without requiring that such desertion should have continued for two years before the petition is presented. Desertion, like domicile, being a question of fact and intention, might be safely left to the decision of the Court.

In both instances I have assumed the innocence of the petitioner. Suppose, however, that this wife, deserted by the profligate husband, has, in an unguarded moment, yielded to a seducer. The husband petitions for a divorce, proves her guilt, and is freed from the bonds of marriage, and from all liability to maintain her. "Not so," it will be said, "if he is himself guilty; for the Legislature has declared that the Court shall not be bound to pronounce a decree if it shall find that the petitioner has been guilty of adultery, or of cruelty, or of having deserted or wilfully separated himself from his wife." True; but the Legislature has not empowered the Court, upon dismissing the husband's petition on account of his own misconduct, to order any pecuniary provision for the unfortunate wife. What, then, is her position? By the common law, the husband is not bound to maintain her; and by the ecclesiastical law, as lately interpreted, she cannot bring a suit for restitution of conjugal rights. The profligate husband who, by his own misconduct, has led to his wife's fall, retains the custody of all her children and the enjoyment of his £30,000 a-year, while she is thrust from his door childless and penniless. This is not an imaginary case. The punishment of the husband is only an aggravation of the misery of the wife, for it deprives her of the chance of marrying again,—the only refuge, in many cases, from starvation or prostitution.

The inevitable consequence of this state of the law is, that in most cases where the husband has been guilty of misconduct, whereby he would forfeit his right to a divorce, the wife abstains from proving that misconduct if the evidence has established her own adultery. Hence the necessity for the statute enabling the Queen's Proctor to intervene. The cases, however, which are brought to his knowledge, are very few.

The true remedy seems to be a more even-handed justice between the parties. If the Court cannot order the guilty husband to receive back to his home the guilty wife, it should, at least, have the power of ordering the payment of alimony, according to the husband's means, and the circumstances of the case.

It is surely important for the interests of society that a brutal or profligate husband, whose conduct has conduced to his wife's fall, should not profit by his own wrong, and obtain a divorce. Is it not, then, also important that the Court should have the the means of obtaining information on the subject? Yet, by the law, as it now stands, the best evidence of the husband's conduct towards his wife is excluded. He may have deserted her, or treated her with the greatest cruelty; he may have connived at her adultery, or even planned her seduction by the adulterer, yet, in nine cases out of ten, this could not be proved, because the wife cannot be examined thereon as a witness.

This statement of the present law of the Divorce Court, and of its effects, requires no comment from us. There can be no question that the grievance pointed out by "a barrister," is a real one, and sometimes, in fact, produces cruel injustice. The difficulty is, to substitute any such term as "*bona fide* desertion," for "desertion, without cause for two years," as a valid ground of divorce, when coupled with the husband's adultery. Although the law, as it stands at present, sometimes operates very harshly, yet it has the advantage of being clear and explicit. Where a husband has been away for two years, the *onus* is now upon the husband to show a reasonable cause, and the question thus raised would always be intelligible enough to any common jury. But, if the suggested alteration came to pass, attempts would, no doubt, be frequently made, to spell out the moti ve of desertion, and would sometimes succeed, where the h usband had no real intention to desert his wife.

Domestic quarrels are above all others those in which hasty threats and extravagant expressions, without any or much intention of harm, are freely indulged in, and, no doubt, many a man threatens to leave his wife, and sometimes probably acts for a while as if he intended to make good his words, with a full determination, however, not to do so—beyond a mere demonstration. It would, then, be a dangerous rule that would open the way to the wholesale use of this kind of evidence—in proof of a husband's entertaining no *animus revertendi*. But it does not therefore follow that the period of desertion might not be safely shortened, or that, at all events, some distinction might not be drawn between cases where the absence of the husband was manifestly wilful, and cases where it might not be so. If, for example, it could be shown that the desertion consisted of a residence for six months in the same town or neighbourhood as his wife, without cohabiting with his wife, and could shew no reasonable cause, *that* ought to be sufficient to give her a right to sue for judicial separation, or for dissolution of marriage, where such desertion was coupled with adultery. We see no difficulty in the way of relaxing the present rule, by making six months the minimum period instead of two years, and not by leaving it to the jury, in every case where a man goes away from his home for a few days, to say whether he is guilty of desertion.

Upon the second point—as to the defect in the rules of evidence—"A Barrister" remarks:—

As a party to a suit originating in adultery, she was excluded from giving evidence at all until the 22 & 23 Vict. c. 61, which enabled her to prove cruelty and desertion when she presented a petition for dissolution on the ground of adultery, coupled with cruelty and desertion. Unfortunately, the language of this statute is not sufficient to make her a competent witness on her petition for a judicial separation, nor on her answer pleading cruelty, desertion, connivance, or condonation as a bar to her husband's suit. So that these pleas, even when placed upon the record by the wife, are scarcely ever proved.

The glaring absurdity of this distinction in the law of evidence becomes more apparent from another defect in the law which established the court. In the old ecclesiastical courts, the parties charged with cruelty or adultery might, in defence, not only deny the charges, but recriminate, and, on establishing their own innocence and their spouse's guilt, might obtain a sentence of divorce *a mensâ et thoro*. In suits for dissolution of marriage, whatever defence may be proved, the Court has no power to make any decree in favour of the respondent, but can only dismiss the petition. Hence the necessity for two distinct suits between the husband and wife upon precisely the same issues. The husband, in answer to his wife's petition for divorce on the ground of his cruelty and adultery, denies the charges, and recriminates by charging her with adultery. The wife, in answer to the husband's petition for divorce on the ground of her adultery, denies the charges, and recriminates by charging him with cruelty and adultery. If the wife is fortunate enough to bring her case to a hearing before her husband's, she may succeed in proving her petition, and, perhaps, in disproving the charges against herself; because in that suit she is a competent witness to prove her husband's cruelty, and may call the person with whom she is charged with having committed adultery to vindicate her innocence. In the husband's suit, however, the alleged adulterer and the wife have their mouths closed, and cannot themselves either assert their own innocence or prove the petitioner's misconduct.

The defect in the procedure of the Court, which prevents a decree being made upon a prayer contained in an answer to a petition for dissolution of marriage, was the subject of the following observations by the Judge-Ordinary, on Wednesday last, in *Yeatman* v. *Yeatman*:—

The Judge-Ordinary.—It is supposed, and with some justice, to be one of the shortcomings of this Court, that it has no power to make a decree upon a prayer contained in an answer to a petition for dissolution. It is one of the complaints against the Divorce Act that it gives no such power. If I

does, I wish you would point out the part of the Act in which such a power is contained.

Mr. *Yeatman* (the petitioner is a barrister, and conducted the case in person) said that the power given to the Court to inquire into counter-charges of adultery, desertion, and other misconduct, necessarily implied a power to give relief if those counter-charges were proved.

The JUDGE-ORDINARY.—It would be a most salutary construction if the Act was capable of it, but up to the present time the practice of the Court has been founded upon the opposite construction, and cross-suits have, therefore, been necessary.

There is no reason why it should be necessary to institute a cross-suit in such a case, and it must often work great injustice, and nearly always great hardship and vexation upon respondents who succeed in such a defence, and yet obtain no further relief than the defeat of the petitioner's unjust suit. Where the respondent duly pleads, and afterwards proves, that the petitioner has been guilty of any of the offences within the jurisdiction of the Court, there ought to be just the same decree in the respondent's favour as if the question had been raised upon a cross-suit, where precisely the same issues and no others could be raised than those which might properly be raised upon an answer.

EQUITY.

SPECIFIC PERFORMANCE.

Faulkner v. *Llewellen*, V. C. K., 11 W. R. 1055; L. J., 12 W. R. 193.

In a suit for specific performance, a defect in respect of title is, as a general rule, vastly more important than a defect in either the quantity or quality of the estate, the subject of the contract. At law there are numerous cases which show that a misdescription of the estate may amount to a fatal variance. Thus, in *Robinson* v. *Musgrove*, 2 Moo. & Ro. 92, the non-existence of a material part of the property was held to be a conclusive bar to the plaintiff's right to recover. And in *Flight* v. *Booth*, 1 Bing. N. C. 370, the misdescription, being upon a point material to the due enjoyment of the property, was held to be fatal. Lord St. Leonards (Treatise on Vendors and Purchasers, p. 31, 14th ed.) informs us that "a difference of opinion has prevailed upon this general point—viz., whether a misdescription, in an important respect, is fatal where it is occasioned by carelessness or error, and not by fraud." The noble Lord declares "against the seller, where the misdescription is an important one, and not fairly a subject for compensation." The authorities cited by Lord St. Leonards tend to show that the importance of the misdescription is a sufficient defence in a suit for specific performance, irrespectively of the question whether the defect be "fairly a subject for compensation." What is an important defect is obviously a question for the solution of which few general rules can be laid down. It is one of fact or of degree. But in most of those cases in which this question is important the defect must be connected with so gross a degree of error on the part of the seller, as to be consequently an evidence of fraud. Where, however, the contract relates to a matter not *in esse*, as a house to be built, cases frequently arise in which the subject-matter of the contract, when completed, is found to vary considerably from the primary specification, owing to a mistake on the part of the architect. Such cases raise the precise question referred to by Lord St. Leonards, as we shall see in the present case, which illustrates, also, the ancient maxim, *de minimis non curat lex*. This maxim, indeed, has not been always acted upon with respect to misdescription. For in *Powell* v. *Double*, V. C., June 15, 1832, cited by Lord St. Leonards' (Treatise on Vendors & Purchasers, p. 23), a house was described in the particulars of sale as a brick-built dwelling-house. It was built partly of brick and partly of timber, and some parts of the exterior were composed of lath and plaster, and there was no party-wall. The misdescription was held to be fatal. Numerous other cases of a like bearing are to be found scattered throughout the pages of Lord St. Leonards' treatise, and that of Mr. Dart. In the present case, which was an appeal from Vice-Chancellor Kindersley, reported 11 W. R. 1055, F. agreed with L. to grant him a lease of a house (to be built), when it would be "complete, finished, and fit for habitation." Upon a dispute between F. and L., an expert certified, generally, that the house was fit for habitation, but specified four defects in it. The Lords Justices, without hearing a reply, affirmed the decree, which was for a specific performance. If the scales of Shylock were to be applied in every case of a contract, where the subject-matter thereof was not *in esse*, it would be obviously impossible ever to have a decree for a specific performance. The principle underlying the present decision appears to amount to this, that a misdescription will not be deemed important in a suit for specific performance, where the misdescription merely comprises defects against which ordinary vigilance on the part of a vendor could not provide.

COURTS.

COURT OF CHANCERY.

(Before the LORD CHANCELLOR in Bankruptcy.)

Jan. 20.—*In re Patrick Johnson.*—The *Attorney-General* (with whom were Mr. *J. W. Chitty* and Mr. *H. B. Miller*) said it was his duty to apply to the Court for an order directing Mr. Patrick Johnson, late one of the official assignees of the Court of Bankruptcy, to pay into the Chief Registrar's account the balances remaining due from him to the several estates of which he had been the official assignee, and which had not been duly accounted for by him. Mr. Johnson resigned his office as official assignee on the 7th of June, 1862, and a pension of £800 a year had been granted to him by the Lord Chancellor. At the time he resigned his office he had not made up his books, and, of course, his accounts were not closed. An examination had subsequently been made of the accounts, and from them it appeared that there was due to the several bankrupts' estates which had not been passed a sum of £14,736 19s. 4d., against which Mr. Johnson claimed £1,021, so that he was still accountable for something over £13,700. At the time Mr. Johnson resigned his office the Chief Registrar applied to him to pass his accounts, but that was not done.

The LORD CHANCELLOR observed that at the time the application was made to him to allow Mr. Johnson a pension he was under the impression that his accounts had been closed and duly passed by the Commissioner. It was under that supposition that the pension had been granted.

The Attorney-General regretted to say that the duty of the Commissioner in that respect had been neglected. A great number of accounts in bankrupts' estates had not been passed, and, although individually they might be small, generally about £100 in each case, the aggregate amount was considerable, and showed that the official assignee could not for a long time have complied with the order which required him to render an account quarterly. Mr. Commissioner Evans, in whose court Mr. Johnson was official assignee, had also neglected his duty, from which cause the presentstate of affairs had arisen.

The LORD CHANCELLOR said the case proved the want of a superintending judge in bankruptcy, which he had been so desirous of having introduced into the Bankruptcy Act of 1861.

The *Attorney-General* continued.—The matter is not improved by the account given of it by Mr. Johnson. In a letter written by him to the Chief Registrar, Mr. Miller, he states that some part of the deficiency, amounting to £2,500, had been caused by the default of a clerk named Thompson, who had absconded, but admits that his own deficiency is about £4,500. In an affidavit he states that he was an official assignee from the year 1831 until 1862, in the court of Mr. Commissioner Evans; that during his term of office he had the management of 2,261 bankrupts' estates, many of which had not been audited at the time of his resignation; but that in all cases in which his accounts had been audited, he had paid into the Bank of England all the sums of money appearing due in such audits; that during the early period of his office he was in the habit of appointing a sitting for the audit whenever he had any funds in hand, but, in consequence

of a reprimand from the Commissioner, he had afterwards refrained from the steps to procure an audit until he was directed to do so by the Court; that at the time his resignation was accepted, he was entitled to commission on about £60,000, which he had from time to time paid into the Bank of England in respect of the undivided assets of bankrupts' estates unaudited, and which commission would meet any deficiency due from him; that during an illness in the year 1855, his clerk, Thompson, absconded with moneys belonging to different bankrupts' estates, and had applied the same to his own use; that the first intimation he had of this application was by a notice of motion served on him, in reply to which he wrote the letter to Mr. Miller referred to, and which was intended to be private, although (said the Attorney-General) it was not marked so, and that the deficiency of £4,500, therein admitted, was on the gross receipts, without taking into account the sums due to him for commission on the unaudited estates, and that he was now seventy-four years of age.

Mr. *Bacon* (with him Mr. *Tripp*) said it was obvious that no further order could be made until the accounts had been taken. The schedule to the affidavit filed in support of the motion showed that there were 615 accounts yet unaudited, and that in the majority of them the sums due were £5, £10, and £20, the largest amount being £500. All of these accounts required explanation, with a view of ascertaining what deficiency, if any, existed; and the proper course would be for his lordship to exercise the jurisdiction he possessed, and order them to be audited in the Court of Bankruptcy. To such a step he (Mr. Bacon) would cheerfully accede.

The *Attorney-General*.—Perhaps, then, your lordship will refer the matter to one or all of the Commissioners, to take the accounts in a proper manner, and order Mr. Johnson to pay whatever balance may be found due from him, with twenty per cent. interest on such sums as shall appear to have been improperly retained by him; and until such payment be made the retiring pension of £800 a year to Mr. Johnson be suspended.

The LORD CHANCELLOR said that, as the Commissioner (Mr. Evans) under whom Mr. Johnson acted was dead, he should select Mr. Commissioner Holroyd to conduct the inquiry. In doing so he wished it to be known that the Court was under a great public obligation to that learned Commissioner for the solicitude and care he had evinced in carrying out the Bankruptcy Act of 1861. In making the order which he intended to make, it must be understood to be without prejudice, and even without the expression of any opinion on his part as to Mr. Johnson's liability. There had been default, divided between the Commissioner and the official assignee, in not adhering strictly to the orders of the Court in passing the accounts of bankrupts' estates. He (the Lord Chancellor) felt pain at the manner in which the law of bankruptcy was administered, and it was only a short time back he discovered an estate of one million without proper protection, arising from a similar disregard of the orders of the Court. Without affirming at all that the present case was one of gross delinquency, he must say, that, should any flagrant disregard of the orders be brought before him, he would exercise his jurisdiction to the utmost to reach the offenders, and teach them that the words in the statute, "under pain of dismissal," were not mere words of course. The order in the present case would be, as before stated, to take the accounts of all the unaudited estates, with liberty to Mr. Johnson's sureties to attend, and, in the meantime, the pension of Mr. Johnson would be suspended. Ordered accordingly.

COURT OF QUEEN'S BENCH.

(Sittings in Banco, before the LORD CHIEF JUSTICE, Mr. Justice CROMPTON, Mr. Justice BLACKBURN, and Mr. Justice MELLOR.)

Jan. 14.—*Larmouth* v. *George*.—This was an action against an attorney for false imprisonment under rather singular circumstances. The defendant had bought a horse from a client, and had it in his stable, and late in the evening found that the horsedealer from whom his client had bought it, with several other persons, among whom was the plaintiff, were breaking into his stable and taking away his horse, upon which he gave the plaintiff into custody for stealing it; but, upon his getting to the station, the inspector said it was rather a case for a summons, and refused to take a charge of felony, and the plaintiff was at once discharged, and forthwith brought his action. The case was tried before Mr. Justice Blackburn at the last Guildhall sittings, and various "topics of prejudice" were urged against the defendant, as, for instance, that he was a "bill-discounting attorney," which, as the learned judge now observed, "was the one thing a common jury could not abide," and in the result the jury gave a verdict for the plaintiff—Damages, £40.

A motion was now made for a new trial on the part of the defendant, or to reduce the damages as excessive, no real injury having been sustained. He was willing, he said, to assent to the verdict standing for 40s., so as to carry costs, but £40 was extravagant in such a case.

The COURT being disposed to think, on the report of the learned judge, that the damage was excessive, and that the verdict had probably proceeded a good deal on topics of prejudice, for which there was hardly sufficient foundation in proof, granted a rule *nisi*.

—— *In the matter of an Attorney*.—This was an application against an attorney under circumstances very extraordinary. From the affidavits it appeared that the attorney had been employed by a client to raise money upon the security of a box, represented as containing plate to the value of several hundreds of pounds, whereas, in truth, it contained only a few articles of trifling value—a pair of boots, a tin coffee-pot, a few silver spoons, &c., altogether only worth £10. The box had been pledged by the client with a pawnbroker, and redeemed with the knowledge of the attorney, and with his knowledge it had been opened and the contents disclosed, so that the attorney was aware of their real value, and, after this, he was concerned for the client in obtaining an advance of about £100 on the same box. He had been applied to by the lender to refund the money, but ridiculed the idea, saying he had been only employed by a client, and when asked if he considered himself a respectable attorney, answered, it was stated, that he declined to answer the question.

Mr. *Archibald* moved, on the part of the lender, for a rule to call upon the attorney to repay the money and to "answer" the matter. He said that the attorney had stood by and been privy to a fraud perpetrated by his client on the applicant, and so was responsible for the fraud.

The LORD CHIEF JUSTICE observed that it would appear that, if the facts stated were true, he was so far a privy to the fraud as to be criminally responsible; and, if so, it might be an objection to his answering the matter, that he would be called upon to criminate himself.

Mr. *Archibald* proposed to move for a rule to strike the attorney off the rolls.

The LORD CHIEF JUSTICE referred to a case in which it had been held in this court, on an application by the late Sir John Campell, when Attorney-General, that if the offence imputed amounted to an indictable offence, the case should be dealt with in a criminal court, and the attorney could not, in the meantime, be called upon to answer. If these facts, however, were true, no doubt the Court would strike the attorney off the rolls, and they might possibly take that course if they found that no prosecution was instituted. But, meanwhile, the attorney could not be called upon to answer.

Mr. Justice BLACKBURN pointed out a later case in the Exchequer, in the time of the late Lord Abinger, in which it was held that there might, in such a case, be a rule to strike the attorney off the rolls, though not a rule calling upon him to answer in the matter.

Upon the authority of this case,

The COURT said the learned counsel might take a rule *nisi* to strike the attorney off the rolls.

Jan. 18.—*In re E. L. Levy, an Attorney*.—In this case a rule had been obtained calling upon Mr. E. Lawrence Levy, an attorney of this court, to answer certain matters contained in an affidavit, and, this being the enlarged rule paper day, the case was appointed to come on for hearing.

Mr. *J. O. Griffits*, who appeared for the defendant, asked that the case might be allowed to stand over for a few days, as Mr. Levy had to go to Brussels in reference to a commission ordered by Mr. Justice Byles, and the commission must be taken.

The LORD CHIEF JUSTICE asked why the defendant's personal appearance was wanted at Brussels. This was a motion of great consequence to him, and was set down in the peremptory paper to come on to-day.

Mr. *Griffits* said, a communication had been made to the other side, and they had no objection to its standing over for a few days.

Mr. *M. Chambers*, Q.C., said, that as the case had a great deal to do with writs of *subpœna*, and would require the production of certain præcipes, it would have to be referred to the master in the end. He, therefore, suggested that it should at once go to the master.

Mr. *Griffits* objected. He thought the matters were sufficiently answered in the affidavits.

After some further discussion,

The Court, on Mr. Chambers' application, allowed the applicant to file further affidavits in answer to the defendant's, and directed that the latter should place his books in the hands of the master for examination by the applicant relative to the matters in dispute, and the hearing of the case was adjourned till Monday next.

—— *In Re T. Johnson, An Attorney.*—In this case a rule had also been granted, calling on the defendant to answer the matters of an affidavit. On the case being called on,

Mr. *J. Brown* said he appeared on behalf of the defendant, and was ready to proceed, but he had received an application from Mr. Huddleston, Q.C., who was on the other side, to postpone the case, as he was engaged in the Queen's Bench, at Guildhall. He believed Mr. Huddleston also had to move the Court to be allowed to answer the affidavits filed by the defendant.

The Lord Chief Justice said this was another instance of the inconvenience of the London sittings in term.

The case was ordered to stand over accordingly.

COURT OF COMMON PLEAS.

Jan. 19.—*Grell* v. *Levy.*—In this case Mr. *Hawkins*, Q.C., Mr. *Serjeant Ballantine*, Mr. *Prentice*, and Mr. *Harrington*, appeared to show cause against a rule to set aside the verdict for the defendant and to enter it for the plaintiff, *non obstante veredicto*, for such sum as the Court should direct; and Mr. *M. Chambers*, Q.C., Mr. *C. Pollock*, and Mr. *Kelly*, appeared in support of the rule.

The action was for money had and received, and for interest, to which the defendant pleaded never indebted, payment, set-off, and several special pleas, the fourth plea being that one Wilhelm was indebted to the plaintiff, who resided in Paris, for goods sold and delivered to the amount of £805, and that Wilhelm resided in England, and there was difficulty in recovering the debt, and that it had been agreed between the plaintiff and the defendant in Paris that the defendant, as an attorney practising in London, should bring an action in the English courts against Wilhelm to recover the debt at his own expense, and, in consideration, that he should receive half of the debt recovered, and that this agreement was entered into according to the law of France. That the defendant did bring an action in England in the plaintiff's name against Wilhelm, and recovered a large part of the said debt, and had paid one portion of the amount recovered to the plaintiff, and had retained the rest in pursuance of the said agreement. The facts, it appeared, were that the plaintiff resided in Paris, and had a cause of action for goods sold and delivered against Wilhelm, who carried on business as a tailor in the Poultry, in London, and sought to recover £805, which he could not obtain. He got introduced to Mr. Lawrence Levy, an attorney in London, who was in Paris, and the agreement set out in the pleadings was drawn up by an advocate there, and this agreement had been carried out as the defendant contended, and was the defence set up to the present action. Levy, the defendant, brought an action against Wilhelm in the Queen's Bench, and on the eve of the trial that action was settled by Wilhelm paying £500 for the debt, and £170 for costs, through his attorney, to Mr. Lawrence Levy, who agreed to accept the same as attorney for the plaintiff. Of this sum Levy paid over £300 to the plaintiff, and the present action was brought to recover the balance of £200, on the ground that the agreement was illegal and void, and Levy had got his costs, or that, under the agreement, the plaintiff, was entitled to the half of the whole sum obtained, which was £670. The learned counsel now contended that, under the agreement, the plaintiff was entitled only to half the sum recovered, which was £250, and that he could not be entitled to any part of the costs of recovering that sum; and that, in fact, Mr. Grell had been paid £50 too much by Mr. Levy. That, by the law of France, this was a legal agreement. It was further contended that, if the contract was an illegal one, the plaintiff was not entitled to recover anything under it; that it was wholly executed, and the Court would not in such a case assist either party: *Lawrie* v. *Bonder*, 2 Doug. Rep. 462; Broom's Maxims, 463; Story's Conflict of Laws, s. 282.

Mr. *Chambers*, for the plaintiff, in support of the rule, said the facts were that when the action was settled by the attorney for Wilhelm paying over to Mr. Levy £500, and £170 for his costs, Levy represented to Grell, the plaintiff, that he had only received £300, and of that sum only £50 was in cash, and, as the jury had found, it was by this representation that he had induced Grell to accept £300—£50 of which only was in cash, and the rest in bills of exchange at different dates.

Mr. *Hawkins* said these bills had all been paid before the action was brought.

Mr. *Chambers* said the present action was therefore brought to recover the balance of the £500 which had been recovered. He gave up all claim to any portion of the costs as part of the sum recovered arising under the agreement, which he contended was illegal and void by our law.

The Chief Justice said the Court would hold the agreement valid as a retainer. The defendant would, therefore, be entitled to his costs as between party and party which had been paid to him, and to all the costs as between attorney and client which the master might say was due, which had been stated to be £40, and which last sum he would be entitled to deduct from the £500 he had received. The defendant would, therefore, keep the £170 costs; he was entitled to £40, and he must pay over £160 to the plaintiff, in addition to the £300 he had already paid. The Court were of opinion that the agreement was void and good only as a retainer.

Mr. *Hawkins* then moved for a new trial, on the ground of surprise on affidavits. The affidavits set forth that a partner of the plaintiff, who was examined as a witness, and who had denied that he had dined with the defendant on a day when a subsequent agreement was alleged to have been made between them, did, in fact, dine that day with the defendant. The whole trial had been conducted on the prejudice created by the name of Levy, and that he was an attorney, and the jury had found that there was no such agreement as that set forth in another plea.

The Chief Justice said the affidavits stating that Mr. Lawrence Levy had dined with the plaintiff on a particular day were perfectly beside the point, and the rule for a new trial on this ground ought to be refused.

The other learned judges concurred.—Rule accordingly.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner Fane.)

Jan. 15.—*In re Pain.*—This bankrupt, who had carried on business in Bedford-row as an attorney, now applied for his order of discharge. His debts were about £600.

Mr. *Robertson Griffiths* opposed for a creditor, and Mr. *Reed* appeared for the bankrupt.

The bankrupt, upon examination, admitted having been discharged under the Insolvent Act, at Lewes County Court, in 1861, his debts then being upwards of £2,000, and upon which no dividend had been paid.

Mr. *Griffiths* complained, on the part of his client, that the bankrupt, who had acted for a person named Kipling, induced by his representations the opposing creditor to forbear putting a *ca. sa.* in force against his (bankrupt's) client. Pain had induced the opposing creditor to accept a written guarantee, by which he (bankrupt) personally undertook to pay the debt of the creditor, and had not done so, but had, within a month afterwards, petitioned this court. It was now contended, that as the bankrupt, at the time of giving the guarantee, owed nearly as much money to his creditors as when he filed his petition. The bankrupt had contracted the debt due to the opposing creditor, without reasonable expectation of being able to pay the same.

The Commissioner granted the order of discharge.

Jan 16.—*In re Thomas Johnson.*—The bankrupt was an attorney, late of Marlborough-street, Lambeth, and elsewhere. His accounts have already appeared in our columns. This was an adjourned meeting for examination and discharge.

The bankrupt was examined by Mr. *Dowse*, counsel for the assignee, in reference to the "Præcipe book," which he had used in his business. The bankrupt said the book in question contained a list of the plaintiffs and defendants, in actions in which he was the attorney. The book was now missing; it had been seized by the bailiff of the county court.

Mr. *Dowse*.—He had no right to do that.

The Bankrupt.—All my books were seized by the officer of the county court; the law was set at defiance.

The Commissioner.—A very tyrannical course.

The Bankrupt.—Yes; but what I have stated is quite true. All my bills of costs have been made from the books which were taken. The auctioneer was Mr. Chadwick.

Mr. *Dowse* said he learned, for the first time, what had be-

come of the Præcipe book. He asked that the matter might stand over until its production.

The Bankrupt said he could not possibly find it.

Mr. *Bagley*, for Miss Kitty Stewart (a creditor, who proved by her next friend) said that to talk about the book having been sold was a mere evasion. Johnson was an attorney, and knew perfectly well that the books had not been seized—if they had, he would doubtless have asserted his right to them. It was absurd to say that the books had been taken against his will.

The COMMISSIONER said that already several adjournments had been taken, and ample time had elapsed for inquiry. He would not further postpone the passing of the examination.

Mr. *Bagley* was then heard upon the question of order of discharge. He said that his client was a young lady against whom criminal proceedings had been wrongfully taken by a person of the name of Miller. She was taken to the Marylebone Police Court, when the magistrate at once dismissed the charge. Some of those touters who infest police courts recommended her to Mr. Johnson, the bankrupt, as being just the very person who would take up her case and have justice done. Accordingly he brought an action on behalf of the girl for false imprisonment, and recovered £37 damages, not one farthing of which he paid over to the young girl. She then brought an action against Johnson, which was tried at the last Gloucestershire assizes, and a verdict of £20 damages given. Johnson had defended the action, and the taxed costs amounted to £62. When she tried to reap the fruits of her verdict, he came to this court, so that she never got a single shilling.

The COMMISSIONER.—I have no doubt the jury gave a verdict according to law and justice. I refuse to interfere.

The bankrupt.—Let me state the facts.

The COMMISSIONER.—I won't hear any more about it.

The bankrupt.—Will you just look at the record? What counsel has stated is incorrect.

The COMMISSIONER.—I will hear no more. Usher, call on the next case. I refuse your order of discharge altogether.

The bankrupt.—What am I to do?

The COMMISSIONER.—You may go elsewhere.

The bankrupt.—Will you allow me to appeal?

The COMMISSIONER.—You can appeal without my leave.

The bankrupt.—Will you give me protection for one week to appeal?

The COMMISSIONER.—No, not at all.

The bankrupt.—You have not heard my case nor my witnesses.

The COMMISSIONER.—I will hear no more about it.

The bankrupt.—Won't you hear my reply to the charge, or my witnesses?

The COMMISSIONER.—The matter is disposed of.

Order of discharge refused.

The following is the new rule issued pursuant to the 24 & 25 Vict. c. 134, s. 45.

"Monday, Jan. 18, 1864.

"Whereas by number 154 of the General Rules and Orders in Bankruptcy, made on the 19th day of October, 1852, it is ordered that all dividend warrants under any bankrupt's estate which shall have been delivered to any official assignee by the accountant in bankruptcy for more than twelve calendar months, the same having been previously stamped by such accountant, but which shall not have been delivered to any creditor of such estate, shall forthwith, after the expiration of such twelve months, be brought or sent by such official assignee, together with two lists thereof, under each bankrupt's estate, to the said accountant, who shall thereupon compare the warrants with such lists, and cancel such warrants, and that one of such lists shall be certified by the said accountant and returned to the official assignee, who shall file such list with the proceedings of the respective bankruptcies, and the other of such lists be retained by the said accountant. And whereas irregularities and delays have arisen in the filing of the aforesaid lists. Now it is hereby ordered that if hereafter any official assignee shall not within one month from the lapse of twelve months from the day of the declaration of any dividend under any bankrupt's estate, of which he shall have been appointed the official assignee, bring or send to the accountant in bankruptcy the dividend warrants which shall have remained unclaimed for a period of twelve months, together with the lists thereof, as directed by the aforesaid rules and orders, or shall not duly file such lists in manner therein mentioned, every official assignee so offending shall be liable to dismissal from his office. And it is ordered, that every list so to be brought or sent and filed as aforesaid, shall not only bear the name of the estate to which it relates, but shall also show the date of the declaration of the dividend and the day on which such list is filed, and that upon the unclaimed dividend warrants being brought or sent to the accountant and cancelled as aforesaid, it shall be the duty of the accountant forthwith to obtain an order from a commissioner of the court for the transfer of the amount of such unclaimed warrants from the general account of the bankrupt's estate to the credit of the account intituled 'The unclaimed dividend account,' and to see that such transfer is made accordingly. And that from and after the date of this general order no dividend which shall have remained unclaimed for twelve months from the day of the declaration of dividend shall be paid to any creditor or other person applying for payment of the same, except on an order of a commissioner of the Court of Bankruptcy made on an affidavit of the facts. And it is lastly hereby ordered, that all dividends on bankrupts' estates payable in London, shall, on and after the first day of February next, be paid at the Bank of England.

"WESTBURY, C.
"EDWARD HOLROYD.
"EDWARD GOULBURN."

Jan. 20.—Mr. Commissioner GOULBURN, in calling attention to the above rule, took occasion to express his regret that solicitors were so very dilatory in making out their bills of costs for taxation by the master. Dividends to creditors were often seriously delayed thereby. He (the Commissioner) trusted that the new order, which affected the official assignees, would be of service to suitors.

COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Jan. 16.—Sir James Wilde, who had been prevented by an accident from sitting till to-day, attended in chambers at eleven, and took his seat on the bench soon after twelve. The learned judge still used crutches, but, in other respects, he appeared to be in perfect health.

The divorce list for this term showed that nearly all the arrears have been disposed of. 86 causes were set down for trial, as against 109 at the commencement of Michaelmas Term. Only 28 of these were remanets; 26 were to be heard before common juries; 9 before special juries; 80 were suits for dissolution; 1 for restitution of conjugal rights; 1 for judicial separation or divorce; and 4 for judicial separation. In the probate list there were only 14 suits, of which 2 were set down for trial before common juries.

GENERAL CORRESPONDENCE.

BOOKS FOR ARTICLED CLERKS.

Some months ago you were good enough to give me a list of books to be read prior to examination for admission on the rolls. The study of these I found quite sufficient to *secure honours*, which I obtained in Michaelmas term last.

Being now about to commence practice as a country solicitor, I should be glad if you would sketch out an *extensive* course of reading, and also name a few of the best practical works that I should at once put on my shelves.

I am reading for the LL.B. examination at the London University; one of the subjects is "The Principles of Legislation." Can you suggest a good book or two bearing thereon?

LEX.

APPOINTMENTS.

Mr. JOHN BEECHING STEPHENS, of the firm of Messrs. Stephens & Son, Maidstone, has been appointed coroner for the borough of Maidstone.

Mr. T. TAYLOR has been appointed a second-class clerk in the Copyhold Inclosure and Tithe Commission Office, London.

The following appointments have been made in the East Indies:—Mr. H. L. OLIPHANT to officiate as joint magistrate and deputy collector of Jessore; Mr. W. AINSLIE to be civil and sessions judge of Behar; Mr. W. T. TUCKER to be magistrate and collector of Rungpore; Mr. A. J. ELLIOT, magistrate and collector of Tirhoot, to be a magistrate and collector of the first grade; Mr. C. E. LANCE, officiating magistrate and collector of Monghyr, to be a magistrate and collector of the second grade; and Mr. E. DRUMMOND to officiate as magistrate and collector of Hooghly.

Mr. J. H. De Saram has been appointed acting commissioner of the Court of Requests, and acting police magistrate of Chavagacherry, Ceylon, during the absence of Mr. Worthington.

Mr. Spencer Clarke, of Whitchurch, Southampton, has been appointed a commissioner to administer oaths in the High Court of Chancery in England.

Mr. E. B. Jennings, of Burton-on-Trent, has been appointed a master extraordinary for taking affidavits in that town, and surrounding district, for the High Court of Chancery in Ireland.

PROVINCES.

Derby.—The Townley case.—At a numerously attended meeting of the magistrates and visiting justices of Derbyshire, held at the Derby county gaol, on the 15th inst., the communication recently received from Sir George Grey, in reply to the comments of the justices on the reprieve of George Victor Townley, was taken into consideration. After mature deliberation, it was unanimously resolved to forward a reply to Sir George, in which all the circumstances of the case are again passed in review, and the request for a public examination into Townley's state of mind re-urged.

The reply opens with an objection to the private and secret manner in which the question of Townley's insanity was investigated. "The objection," they say, "is not to the commissioners as parties making the inquiry, but to the *ex parte* and secret, and, so far as the parties are concerned, the irresponsible manner of conducting it. When the lunacy of a person having property is in question, the inquiry is public, both sides are fairly heard, and evidence taken on oath. Why should an inquiry involving the momentous issue of life or death, and which keenly affects the reasonable sense of justice in the masses of the people, be conducted in a less public and satisfactory manner than an inquiry touching property only?" Furthermore, the justices and magistrates say: "In a letter from Dr. Goode, one of the medical men who signed the certificate, published in the local papers of to-day, the doctor states that 'some magistrates were applied to (by whom?) to make the necessary inquiry,' as a preliminary to obtain Government 'Commissioners.' And yet they make that inquiry after the sole professed object of it had been attained; that is, after the inquiry by the Government Commissioners. Again the doctor writes thus: 'No reasons were appended to it (the certificate), because it was decided to leave to persons more conversant the task of collecting and comparing the evidence for the Secretary of State.' This shows decisively that Dr. Goode and his coadjutors did not intend to sign a document which would be obligatory upon the Secretary of State; and the magistrates submit to you that this certificate, being expressed in terms directly opposed to the publicly declared intention of those who signed it, ought not to have an effect contrary to such intention. Although it may be, in form, in accordance with the provisions of the statute, yet the fact of so important a document which arrests the course of justice, and substantially transfers the power of life and death from the Crown to two justices and two medical men (put in motion by the prisoner's solicitor) who accompanied them to the gaol, but were not present during the examination, calls for an inquiry into the origin and progress of so unusual and remarkable a proceeding; and the magistrates again urge upon you the necessity of such an inquiry. The magistrates did not, as your letter imports, profess to have any peculiar 'information as to the expenditure of money by Townley's friends,' nor did they express any belief as to the manner in which such money had been expended. They stated simply the fact that the effect of the respite had been 'to create a feeling that justice had been turned aside by the power of money.' This feeling does not appear to have diminished, and is supported by the all but unanimous opinion of the press."

The case of Clarke, mentioned by Sir George Grey as a precedent for the respite of Townley, is then touched upon, and shown to be irrelevant. The document then continues: "It is stated by the justices and medical men who signed the certificate sent to you, that in Townley's trial, Mr. Sims, the governor of the gaol, 'deposed to the fact of his being then insane.' That statement is incorrect. Mr. Sims neither did depose to his insanity, nor was the question put to him. What Mr. Sims said, as appears by the judge's notes, was, Townley's 'behaviour and conduct are precisely the same during all the time he has been under my custody.' Evidence was offered of Townley's insanity; but the jury, under the direction of the judge, came to a different conclusion. If the chaplain had been prepared, at the time of the trial, to depose to Townley's insanity, and to sustain a cross-examination on that point, why was he not called as a witness for the defence? The magistrates have not said, nor supposed, that 'a similar course under similar circumstances would not be adopted by you in the case of a poor as of a rich man.' If Townley is really not criminally responsible, he is not a proper object of punishment, but the irresponsibility which is to exempt him from punishment should be established by a fair public inquiry, and the magistrates believe that if satisfaction be not given to the public by such an inquiry, the feeling will remain that Townley has escaped by means accessible to the rich, but out of the reach of the poor." The reply of the magistrates concludes as follows:—"The magistrates infer from this report that a man may be not of sound mind in a psychological sense, and may be criminally responsible in a legal sense. And Mr. Gisborne, the surgeon to the gaol, has to-day made to the visiting justices the following statement—viz., 'I did not call the attention of the visiting justices to the state of Townley's mind, because I did not legally consider him insane.' In the instructions to the commissioners, it is stated that 'Sir George Grey is of opinion that the verdict of the jury, in which Mr. Baron Martin concurs, decides the question as to the sanity of the prisoner at the time when the crime was committed. And as the commissioners have reported Townley to be in the same mental state as when he committed the murder, and that he was justly convicted, it seems impossible to escape the conclusion that he is now criminally responsible. The verdict established the sanity of Townley at the time of the murder. The commissioners report that there has not been any unfavourable change in his mental condition, and therefore shows his sanity now. The magistrates, therefore, being now confirmed in their view by the report of the Lunacy Commissioners, again urge upon you the propriety and necessity of causing a full public inquiry to be made into Townley's state of mind, and his criminal responsibility. If the existing legal machinery is not deemed equal to the occasion, the meeting of Parliament is at hand when the defect may be supplied."

The document, which is of considerable length, is signed on behalf of the assembled magistrates and visiting justices, by T. W. Evans, M. P., chairman of the Quarter Sessions; and by W. Mundy, M. P., chairman of the visiting justices.

SCOTLAND.

It is now some years since the Rev. Mr. M'Millan, minister of the Free Church of Cardross, summoned the general assembly of that church before the civil tribunal of Scotland, for having removed him from his charge on some accusation of immorality which he denied, and claiming to be replaced in his incumbency. The case excited great interest in Scotland, and also in England, as it involved the question whether a church court could be made to answer before a civil tribunal for what it had done in its ecclesiastical capacity—a question that has always been vehemently resisted by the more strict Presbyterians in Scotland. The question has had various fortunes in the law courts; the last decision of the Court of Session was, that the Free Church General Assembly was not a corporate body to be sued, and that Mr. M'Millan must summon all the offending members of the offending assembly by name. This was actually done, and the case again came on for hearing recently, when the counsel for Mr. M'Millan intimated that the rev. gentleman felt that he had arrived at an advanced age, was infirm and poor, and he wished to live in peace with all men, and therefore he abandoned the action. The point of principle involved in the case remains, therefore, unsettled.

IRELAND.

The Court of Queen's Bench last week delivered judgment in a case of *Lunham* v. *Wakefield*, which had been argued during last term. The question arose upon a demurrer to the summons and plaint, and involved a matter of considerable practical importance. The plaint stated that the defendants issued against the plaintiff a trader-debtor summons to recover an alleged debt of upwards of £200, and that this was issued against him maliciously and without just cause, and that they maliciously made an affidavit to procure this trader-debtor summons, and that he was put to considerable expense by this proceding, and made an affidavit that he had a good defence upon the merits. The result of the summons was that the proceedings were put an end to. The plaint im-

puted personal motives, and made strong allegations as to the conduct of the defendants, and the want of probable cause, and the question was, whether they were liable under the circumstances.

Judges O'BRIEN and FITZGERALD, having elaborately reviewed all the authorities, and the provisions of the last Bankrupt Act, were of opinion that there was no cause of action disclosed by the summons and plaint; that there was no allegation of special damage, and that the inconvenience and expense of meeting the case, and resisting the trader-debtor summons, was no greater than would arise in the instance of any unfounded demand in an action at law.

Judge HAYES, having adverted to the cases cited, and the provisions of the bankrupt code, was of opinion that a cause of action was disclosed by the summons and plaint, and that a wrong had been inflicted for which the law ought to afford a remedy.

In the Court of Queen's Bench, on the 14th inst., *In the matter of W. Fitzsimons*, an attorney, Mr. *J. F. Walker* applied, on the part of the Incorporated Law Society of Attorneys, by way of memorial, for an order to remove Mr. Walker Fitzsimons from the roll of attorneys. It appeared from the memorial that Mr. Fitzsimons had been admitted an attorney in 1832, and was still upon the roll, and in July, 1862, he was tried before Judge Christian, at the Cork Assizes, and sentenced to eighteen months' imprisonment and hard labour, for uttering a forged receipt at the foot of a policy of insurance. He was at present a prisoner in Cork gaol, and there was a certificate of the fact of his conviction. The application was on the part of the Law Society to remove him from the roll of attorneys, and counsel now asked either for a conditional or an absolute order, as their Lordships might think fit.

Judge O'BRIEN.—It must only be a conditional order.

Mr. *Walker*.—And as to the service of the order?

Judge O'BRIEN.—It must be served personally.

The Court of Queen's Bench decided on Tuesday that women have a right to vote for town commissioners. The Chief Justice stated that the 22nd section of the Towns Improvement Act clearly gave the right to vote to "every person of full age," duly qualified by property, without adding anything to indicate that "persons" meant males only. Women, therefore, had a right to vote under the Act. Mr. Justice O'Brien, Mr. Justice Hayes, and Mr. Justice Fitzgerald concurred in this view of the law, and the last stated that he must not be understood as denying that ladies were entitled to sit as town commissioners as well as to vote for them. The process of voting has nothing in it repugnant to their habits. They have only to state for whom they vote, and answer one or two questions. Women vote for poor-law guardians.

In the matter of Eugene Plummer Blennerhassat M'Carthy, an attorney, counsel also applied on the part of the Law Society for an order to strike Mr. M'Carthy off the roll of attorneys. He had been convicted on the 18th of August, 1862, at the Central Criminal Court, London, of stealing books from the British Museum, and there were other indictments for stealing other books, the property in which was laid in Signor Panizzi. He had been sentenced to eighteen months' imprisonment, and was still in custody.

Judge HAYES asked what proof there was of his conviction?

Mr. *Walker* replied that there was the certificate of Mr. Hector Ellis, the clerk of the peace. Perhaps in this case the Court might be disposed to grant an absolute order.

The COURT intimated that the order could only be a conditional one.

Counsel asked if the order should be served upon the party, or would it be sufficient to leave it with the governor of the gaol.

Judge HAYES said there could be no difficulty in serving the party himself.

In the Court of Common Pleas last week, an application was made in a case of *Wyse* v. *Lewis*, on the part of Mr. William Lewis, solicitor, the defendant, for an order to set aside the first paragraph of a summons and plaint as embarrassing, &c. The plaint stated that the defendant, in June, 1862, was employed by Madame Wyse, the plaintiff, as her solicitor in certain proceedings in chancery, and had money of hers in his hands applicable to pay a debt of about £20 due by her to a Mr. Edward Russell; that she directed him to pay this debt, which he promised to do, and that he neglected to pay it, in consequence of which she was sued, arrested, and imprisoned. The plaint stated, further, that service on Madame Wyse at the suit of Mr. Russell was substituted by serving Mr. Lewis, as her solicitor, notwithstanding which he never informed her of the proceedings, and allowed her to be so arrested. It was contended that this pleading was double, &c., and should be set aside.

Their LORDSHIPS directed the summons and plaint to be amended, and each party to be pay their own costs.

In the Court of Bankruptcy last week, an application was made in the case of Captain Robertson, whose court-martial excited so much public interest two years ago, on the part of Mrs. M'Alpine, mother-in-law of the insolvent, that she should be declared entitled to some valuable articles of jewellery, consisting of a cross and butterfly set with diamonds, which she lent her daughter on the occasion of her marriage with Captain Robertson, telling her that she might take and wear them during her lifetime, and that they might possibly go to her at her (Mrs. M'Alpine's) death, she not anticipating that Mrs. Robertson would have died before her. Mrs. M'Alpine had made an affidavit deposing to these facts, and produced the will of her husband, the late Colonel M'Alpine, showing her title to the jewels which the assignees sought to retain possession of for the benefit of the creditors, on the ground that whatever Mrs. Robertson possessed became the property of her husband, and also on the ground that the insolvent had pawned the jewels for £70—a sum which afterwards came out of the funds intended for the benefit of the general creditors. Counsel submitted that, under the circumstances, Mrs. M'Alpine was entitled to the jewels. It was contended that the creditors were the persons really entitled to the jewels. They had proved debts to the amount of £12,000, and only £2,000 had been at present realised to the estate. Mr. Jones had advanced £70 on the security of the jewels which Mrs. Robertson gave up in order to oblige her husband, although she stated she did so very reluctantly.

Judge LYNCH decided that Mrs. M'Alpine was entitled to the jewels, but, under the circumstances, he would not give the costs of the proceedings relative to them against the creditors.

The case of *Viscount Avonmore and J. Grahan* v. *Holt*, tried at the Castlebar Petty Sessions, on the 16th ult., and which was for coursing with a greyhound on the lands of complainants, has been the means of eliciting the opinion of the Crown Law Adviser, as to the legality of the act complained of in this instance. The following is the opinion:—"Dublin Castle, December 26, 1863—Gentlemen—Referring to yours of the 19th inst., relating to a summons for trespass, I am directed by the Lord Lieutenant to acquaint you that the subject having been referred to the Law Adviser, he is of opinion that coursing a greyhound on another man's land, without his authority, is still an offence against the 27th Geo. 3, c. 35, and the person so acting ought to be convicted under that Act for trespass in pursuit of game.—I am, gentlemen, your obedient servant, THOMAS A. LARCOM.—To the Magistrates at Petty Sessions, Castlebar.

Thomas Courtney, Esq., solicitor, registrar to the Right Hon. Chief Justice Lefroy, has been appointed clerk of the Crown for the county of Down.

COLONIAL TRIBUNALS & JURISPRUDENCE.

AUSTRALIA.

MELBOURNE.

By the latest advices it appears that the Colonial Ministry were preparing, for the then forthcoming session, a new Land Bill, and Bills for the Consolidation of the Statute Law, and for the Regulation of Mining on Private Property.

INDIA.

CALCUTTA.

The Imperial Legislative Council held the first meeting of the Session in the Council Chamber, Government-house, on the 7th ult. Sir W. Denison presided, and the new members, Mr. N. L. Anderson, a Bombay civilian, and Mr. C. H. Brown, of the Calcutta firm of Messrs. Jardine, Skinner, & Co., took the oaths of allegiance and the faithful discharge of their duties. Although Sir B. Peacock and Mr. E. C. Bayley have, after careful investigation, declared the claims against the late native government of Oude to be baseless, under Lord Stanley's pledge, in 1858, a commission must be appointed again to inquire into those claims on the spot, and Mr. Maine introduced a bill to appoint commissioners, with the powers of judges, for

this purpose. Mr. Roberts introduced a Bill to abolish the offices of Hindoo and Mahommedan law offices in our courts, and to dissever the connection of Government with the offices of Cazi-ul-Cuzat, or Head Cazis of provinces, cities, and towns. These officers have continued to exist, although, in 1793, Lord Cornwallis put the administration of justice under English judges, and our codes, in the present day, render old pundits and moulvies an obstruction to justice. The office of Cazi was never created, nor recognized, by legislation. It is purely Mussulman, and occupied with questions of inheritance, marriage, and transfer of deeds. For purposes of order the duties of certain Cazis were defined, and their existence recognized; but side by side with them hundreds of self-constituted Cazis have sprung up. Under the Bill, the Mahommedan community will be allowed perfect freedom of action in the matter of Cazis, subject only to a reference to the courts in case of dispute. The Bill will erase some twenty-five early Acts and regulations from the statute-book.

SOCIETIES AND INSTITUTIONS.

SOCIETY FOR PROMOTING THE AMENDMENT OF THE LAW.

A meeting of the members of this association was held on Monday evening, at their offices, 3, Waterloo-place, Pall-mall, to discuss a paper by Mr. Torrens, the founder of the Australian Lands Titles Commission, and the originator of the system which obtains in that colony of transferring land by a registration of title. Thomas Chambers, Esq., Q.C., the Common Serjeant, occupied the chair.

Mr. Torrens said the system of transferring land, which he had originated, had been in existence for nearly six years with the most beneficial effect. Every new transfer of land cancelled the pre-existing title, and this proceeding obviated the intricacy and confusion created by contingent interests. The Irish Landed Estates Court had introduced a system which produced a great facility in the transfer of property, but without provision for the exigencies which, as they had arisen, must yet arise in the future. The Act for the registration of deeds, in connection with that system, was a retrograde movement, and had been described as an attempt to stereotype a decaying system. The Bill of Lord Westbury, though an improvement, was yet clogged by specific provisions, such as that a man might take out a special certificate, which would open the door to fraud, and the choice of purchase by deed, which led to the expense and confusion at present complained of. The object to be kept in view was the simple transfer of the legal title to land, all equitable titles to be protected by other means. A system of insurance prevailed in Australia of one half-penny per pound upon property transferred, which provided a fund to compensate any interest that might be overlooked, and was an indemnification against mistake. There had not been a single case of hardship in the colony since the establishment of the registration system.

Mr. Daniel, Q.C., concurred entirely with the views so ably and lucidly set forth; but, in a country like England, every direct approach to a principle was met with interests here and interests there, so that a person was compelled to go sideways. It was an evil to require acres of parchments to transfer yards of land. The object in view had the sympathy of all.

Mr. Webster said, he had no doubt a system could be introduced by which the legal title to land could be transferred, still allowing all equitable interests to be provided for, as equitable interests in shipping and other descriptions of property were provided for.

Mr. Hastings recommended the application of some such system as that proposed for India and other colonies.

After an interesting discussion upon the details of the measure, the meeting adjourned.

UNIVERSITY INTELLIGENCE.

CAMBRIDGE.

The lectures of the Regius Professor of Laws will be resumed on Tuesday, the 2nd of February, at 11 a.m., in the Law Schools, and be delivered on each Tuesday, Wednesday, Thursday, and Friday during the term, the subject being "The last Title of the First Book and the whole of the Second Book of the Institutes of Justinian." The books of reference will be "The Commentaries of Gaius and the Fragments of Ulpian;" and "Warnkœnig, Commentarii in Institut. Libris;" "Mackeldey, Systema Juris Romani;" and Sandar's "Commentary on the Institutes of Justinian." Candidates for the professorial certificate will be admitted to these lectures, the special subjects of their examination, which takes place on the first Monday in the Easter Term, being "Justinian's Institutes," book 1, title X., and the whole of book 2; and "Kerr's Student's Blackstone," chapters 15 to 19, both inclusive. Candidates for the professorial certificate are requested to leave their names at Messrs. Deighton's or Macmillan's, and to specify on their cards the fact that their attendance at lectures is for the purpose of obtaining the certificate.

The examination for the certificate of Regius Professor of Laws will be held on Monday, the 1st of February, at 10 a.m., in the Senate-house. Candidates for the same are desired to send their names to the Junior Marshall (Mr. H. Boning), Sidney-street, Cambridge, on or before Saturday, the 30th of January.

Chancellor's Medal for Legal Studies.

Candidates for this prize are requested to take notice that the examination will begin on Monday, February 15, at 10 a.m., in the Senate-house, and to send their names, colleges, and date of degree to the Regius Professor of Laws, at Downing College, on or before Saturday, February, 13.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Hilary Term, 1864.

The final examination of articled clerks was held at the Hall of the Incorporated Law Society, Chancery-lane, London, on the 19th and 20th instant.

The examiners were Master Templer of the Court of Exchequer, Mr. Gregory, Mr. Ouvry, Mr. Sharpe, and Mr. Young.

The Master addressed the candidates as follows:—

"Gentlemen,—I would say a few words to you before you commence upon your papers. With regard to the examination I would wish you to consider attentively the questions before you put pen to paper to answer them; reflect well over them, and then answer the questions as directly as you can. After you have thus answered, you may illustrate or enlarge upon your meaning; but a directly correct answer is all that is required by the examiners to ensure you the full number of marks; and I may say that the questions generally have been so framed as to ascertain rather that you possess the knowledge of the principles of your subjects, than of particular instances or details, which only experience can supply; for it is a golden maxim in the acquisition of any subject, but more particularly of the legal one—"*Melius est petere fontes quam sectari rivulos.*" There are, however, other essentials to success in the profession you have chosen, which no examination, and no skill in the examiners, can ascertain. It must rest with yourselves alone. I mean the physical capacity for hard work, which will enable you to reach the high places of the profession, and which is best secured by not neglecting a proper degree of exercise, so as to maintain the bodily powers in high health. The "*mens sana in corpore sano*" you will require to tread the hard paths of your profession with success. I mention this, because, with men of my own standing, it was too much, and often fatally, neglected. There is, however, the still higher qualification upon which I cannot lay too great a stress—the keeping ever before you the true standard of the gentleman—that greatest integrity amongst yourselves and strictest fidelity to your clients, without which the profession would be a reproach and a bye-word. You have noble examples in those who have preceded you in the paths of the profession, and it should be your aim and object to keep them before you as your mirror, to study and follow them. I will not detain you longer from your papers, but we trust you may *all* so acquit yourselves that we may be able to accord you, without doubt or difficulty, a safe deliverance and satisfactory certificates."

QUESTIONS AT THE FINAL EXAMINATION OF ARTICLED CLERKS FOR HILARY TERM, WITH ANSWERS.

By J. Bradford, LL.B., and Walter Webb, a Clifford's-inn Prizeman, Solicitors.

The examination, as usual, was conducted in the Hall of the Incorporated Law Society, on Tuesday and Wednesday last,

the 19th and 20th instant. The first day papers, on Common Law and Conveyancing, were handed to the candidates; on the second day papers on Equity, Bankruptcy, and Criminal Law, it being optional with them to answer the questions in the last two branches or not.

I.—Common and Statute Law and Practice of the Courts.

1. What are the limits of the jurisdictions of Her Majesty's superior courts of common law at Westminster? Has either of them an exclusive jurisdiction in real actions? and, if so, state to which it belongs.

Speaking generally, the *territorial* limits of the jurisdictions of her Majesty's superior courts of common law at Westminster are the limits of England and Wales. There is no absolute limit in either direction to the *amount* which may be sued for and recovered in these courts, but if the plaintiff recovers less than £20 in an action *ex contractu*, or £5 in an action *ex delicto*, he may be deprived of costs. With regard to the *nature* of the claims which may be enforced through the medium of these courts, it may be noticed that there are large classes of rights not within their jurisdiction, as, for instance, the rights which are subject to the exclusive jurisdiction of the Court of Chancery. The limits of the jurisdiction of these courts, *inter de*, which existed in ancient times, have almost entirely disappeared, all three now having concurrent jurisdiction in all personal actions and ejectment. Traces of the exclusive jurisdiction of each still remain. The Queen's Bench takes cognizance of criminal cases as well as civil, and exercises a sort of supervision over inferior courts and civil corporations. The Exchequer has exclusive jurisdiction in revenue cases. The Common Pleas had exclusive jurisdiction in the large class of real actions, before their abolition, with a few exceptions by the 3 & 4 Will. 4, c. 27; but, although the real actions excepted by that enactment were themselves abolished as real actions by 23 & 24 Vict. c. 126, s. 26, it retains its exclusive jurisdiction in the actions substituted for them.

2. Explain the meaning of the terms transitory and local causes of action; and state the maxim of law that applies to transitory actions.

A cause of action is *local*, when it could only have happened in one place; such as actions for injuries to real property, or for the recovery of real property, *e.g.*, trespass, *quære clausam fregit*, ejectment, and replevin. A cause of action is *transitory*, when it might have arisen anywhere, of this kind are most personal actions, except actions of trespass, *q. c. f.*, replevin, actions upon judgments, and those made local by particular statutes. When the cause of action is local, the trial must take place in the county in which it arose. When it is transitory, the venue may be laid in any county. The maxim of law, applying to most transitory acts, is *actio personalis moritur cum persona*, a maxim which has been considerably encroached upon by the 9 & 10 Vict. c. 93.

3. State the ordinary steps, in a common law action, that must be taken by a plaintiff to compel the repayment of moneys due for goods sold and delivered, against a defendant who appears and pleads.

Before commencing litigation, it is usual to write to the debtor, that unless the amount is paid within a given time, proceedings will be commenced: if this is disregarded, a specially endosed writ of summons is filled up, issued, and served, and memorandum of service endorsed; upon receiving notice of appearance, the plaintiff serves declaration, and, if the defendant pleads within eight days, he either demurs thereto, in which case an issue of law is raised, for decision of the Court *in banco*, or, as is usually the case, he delivers replication, whereupon defendant may deliver a rejoinder, which the plaintiff may meet with a rebutter, but, generally, the plaintiff, upon delivering replication, makes up and serves the issue with notice of trial: the *Nisi Prius* record is then engrossed, and a jury pannel annexed, and the cause set down for trial; notices to produce and admit are served; the briefs drawn and delivered to counsel; witnesses *subpœnaed*; upon the trial, if the verdict is given for the plaintiff, the *postea* is drawn up, and, thereupon, within the prescribed time, judgment is signed for the amount of the verdict and taxed costs.

4. What are the exceptions to the general capacity to sue enjoyed by all persons in England? and is a right to sue, accruing in foreign parts, taken away by a residence abroad of him to whom it accrues?

The exceptions to the general capacity to sue, enjoyed by all persons are, where the cause of action accrues to a person being under disability; as a married woman, infant, lunatic or idiot, felon, outlaw, uncertificated bankrupt, or alien enemy. Assuming that the cause of action in the question is one which would have given the plaintiff a right to sue in our courts if he were resident within the jurisdiction, the fact of his being out of the jurisdiction will not take away this right; but, if he is the sole plaintiff, and is not resident out of the jurisdiction in any official capacity, the Court, upon the application of the defendant, will order the action to be stayed till security for costs is given.

5. Is it necessary to state the consideration on the face of a written contract not under seal?

It is necessary to state the consideration on the face of a written contract not under seal, in order to support an action upon it, except where the contract is a guarantee, when it is not essential. (19 & 20 Vict. c. 97, s. 3; notes to *Wain* v. *Warlters*, 2 Smi. L. C.)

6. Explain the nature of a bill of exchange, and state in what particulars bills of exchange and promissory notes differ from other simple contracts.

A bill of exchange is a written order for the payment of a certain sum of money unconditionally. It operates as an undertaking from the drawer to the payee and every subsequent holder, that the drawee is a person competent to accept—that is, engage to pay it; and that he will, when requested, accept, and when it becomes due, pay it; when accepted, the acceptor becomes primarily liable upon the bill, the drawer, and each indorser thereof, being collaterally liable to the holder: the quality of negotiability is inherent in bills of exchange where drawn in the ordinary form, payable to A. B., or "bearer," or "order"—in the former case it passes by delivery like a bank note, in the latter it requires the indorsement of the payee. In the following particulars:— bills of exchange and promissory notes differ from other simple contracts. (1) When negotiable, they are transferrible, *ad infinitum*, so as to enable the holder to sue upon them in his own name, whereas ordinary *choses in action* are not assignable at law. (2) The ownership in a chattel personal cannot, except by sale in market overt, be transferred at law to a vendee by a person in whom it is not vested; but the thief or finder of a negotiable instrument assignable by mere delivery, may confer a title by transferring it to an innocent person for value. (3) A bill or note is *prima facie* presumed to have been given for a sufficient consideration. (4) The owner of a lost bill may sue for the amount payable by it, and the Court, or a judge, may order that the loss of the instrument shall not be set up, provided an indemnity is given against the claim of any other person upon such negotiable instrument.

7. What is the main essential to the validity of a deed? In the case of a deed made beween A. and C., containing a covenant by C. to pay to A. moneys for the use of B., which of the two, A. or B., is the proper person to sue C. for the breach of the covenant?

The main essential to the validity of a deed—*i.e.*, an instrument in writing, under seal, is delivery.

A. is the proper party to sue C., B. being a stranger to the covenant.

8. State what common law remedy is open to the mortgagee to obtain repayment of the money advanced by him on the security of the mortgage?

His remedy to obtain repayment of the money advanced on the security of a legal mortgage by deed, if the mortgagor covenants to repay the amount within a time which has expired, is by action of covenant or debt.

9. State the chief provisions of the Statute of Frauds, so far as they relate to the transfer of goods and chattels.

The 17th section enacts that "no contract for the sale of any goods, wares, or merchandise, for the price of £10 sterling, or upwards, shall be allowed to be good, except the buyer shall accept part of the goods so sold, and actually receive the same, or give something in earnest to bind the bargain, or in part payment, or that some note or memorandum in writing of the said bargain be made and signed by the parties to be charged by such contract, or their agents thereunto lawfully authorised."

The 5th section also enacts that "no action shall be brought upon any agreement that is not to be performed within the space of one year from the making thereof, unless the agreement upon which such action shall be brought, or some memorandum or note thereof, shall be in writing, and signed by the party to be charged therewith, or some other person thereunto, by him lawfully authorised." (*Peter* v. *Compton*, 1 Sm. Lead. Cas. 241.)

10. Must the service of a writ of summons on a defendant be personal? or will efforts to serve him be sufficient to enable

a plaintiff to proceed in his suit? and state the practice under this head, as it now obtains under the Common Law Procedure Act, 1852.

The service of writ by the delivery of a true copy of it to the defendant, being a private person, must, wherever it is practicable, be personal; as a general rule, there is no equivalent for personal service, except an undertaking by an attorney to appear, which will be enforced by attachment. By the 17th section of the above statute it is provided that, in case it shall appear to the Court or judge upon affidavit (1) that reasonable efforts have been made to effect personal service, and either (2) that the writ has come to the knowledge of the defendant, (3) or that he wilfully evades service of the same, (4) and has not appeared thereto, it shall be lawful for such Court or judge to order that the plaintiff be at liberty to proceed as if personal service had been effected. The process-server should make three separate applications at the defendant's residence, mention the nature of his business, and make an appointment for his future calls, which should be kept, and on the third call, leave a copy of the writ for the defendant. These facts must be embodied in an affidavit, accompanied with facts from which it appears tolerably certain that the writ has come to the defendant's knowledge, or that he wilfully evaded service and has not appeared. The affidavit is left with the clerk of the chamber judge, and, if the order is made, it will be drawn up and a copy must be left at the defendant's residence, when the plaintiff will proceed. The application cannot be made until after the lapse of eight days from the last attempt to serve the defendant.

11. Into what divisions is evidence usually classed? and are there any degrees of secondary evidence?

Evidence is either direct or indirect. Direct evidence is that which directly proves a fact by witnesses, things, or documents. Indirect or circumstantial evidence is that which only indirectly proves a fact by way of inference; and it is either conclusive or presumptive, according as the fact to be proved is a necessary consequence, or is only a matter of probable inference. Direct evidence is either primary or secondary. Primary evidence is that which constitutes the most original and highest kind of proof; secondary evidence is that which constitutes a derivative or inferior kind of proof. The highest kind of evidence must be given of which the nature of the case admits; and secondary evidence is only admissible where primary evidence cannot be obtained. The law does not recognise any degrees in secondary evidence. A party entitled to resort to secondary evidence may, in general, resort to any form of it. Thus, the evidence of a witness who has read a lost or destroyed document is receivable, though a copy of it is still in existence. (Smi. Man. Com. Law, 388).

12. After what period does a deed prove itself?

When a deed is thirty years old it proves itself, and no evidence of execution is necessary, provided it comes from the proper custody.

13. What is put in issue by a plea of never indebted to a declaration containing the common count for goods sold and delivered?

The plea of never indebted to a declaration, containing the common count for goods sold and delivered, will operate as a denial of those matters of fact from which the liability of the defendant arises—that is to say, it will put in issue the sale and delivery (R. G. Hilary Term, 1853).

14. Explain the nature and effect of a demurrer, and illustrate your answer by a case.

A demurrer is a pleading which denies the sufficiency in point of law of the adversary's pleading, its effect is to admit the facts as stated in the last pleading to be true, but to raise an issue of law for the decision of the Court. It may be placed on the record to the declaration, or to any count therein, to the plea, replication, or to any other pleadings of the parties subsequent to the plea, and before issue has been joined. Thus, in an action of trespass, if the defendant in his plea confesses the fact, but justifies it *causâ venationis*, for that he was hunting—and to this the plaintiff demurs, that is, admits the truth of the plea, but denies the justification to be legal; now, on arguing this demurrer, if the Court be of opinion that a man may not justify trespass in hunting, they will give judgment for the plaintiff; if they think that he may, then judgment is given for the defendant. And thus is an issue of law, on demurrer, disposed of.

15. What notice is requisite to determine a tenancy from year to year?

Six month's notice, to expire at the end of the current year of the tenancy, is necessary to determine a tenancy from year to year.

II.—Conveyancing.

1. What are the three kinds of estate (*sic*) in fee?

The three kinds of estates in fee are (1) an estate in fee simple absolute; (2) an estate in fee simple qualified or base; (3) an estate in fee simple conditional at common law, afterwards called fee-tail, in consequence of the statute *De Donis Conditionalibus*, 13 Edw. 1, c. 1.

2. What words are necessary in a deed to create an estate in fee, and what an estate tail?

To create an estate in fee by a deed, it is necessary to use the term "*heirs;*" to create an estate tail by deed, it is necessary to use the same term with the addition of words of procreation, as "*to A. and the heirs of his body.*"

3. Explain the term "tenant in tail after possibility of issue extinct," and the nature of the estate.

Tenant in tail after possibility of issue extinct, is a person formerly tenant in special tail, who has survived the particular person from whose body the issue capable of inheriting was to spring, no such issue being now in existence. Such a person is in reality a tenant for life, with the additional power of committing waste.

4. What are the principal points requiring attention on the examination of an abstract of title?

The first point is to ascertain that the abstract discloses a good marketable title, or such a title as is provided for by the contract or conditions of sale, or such a title as, under the circumstances, the purchaser might be safely advised and would be willing to accept. On the examination of the abstract with the deeds, the purchaser's solicitor should satisfy himself that nothing has been omitted which should have been inserted; that all the deeds have been duly stamped, executed, and attested, and have proper receipts endorsed; that no discrepancy appears, either in the dates or in the parcels, and, in particular, that nothing appears on any of the documents produced which could be fairly considered as notice to a man of business of any dealings relating to the purchased property, other than those disclosed by the abstract and such as are consistent with the title there shewn.

5. In what form should a mortgage of leasehold property be taken, and what provisions should be inserted in it?

A mortgage of leasehold property should be taken in the form of an underlease, which avoids the liability which would otherwise be incurred by the mortgagee to the lessor. It should contain provisions for the payment of the rent and performance of the covenants under the original lease by the mortgagor, as well as the provisions which would be requisite if the property were not leasehold.

6. How is a security effected upon chattels?

A security upon chattels, apart from a deposit or pledge, is usually effected by means of a bill of sale, which should be registered in compliance with the regulations contained in 17 & 18 Vict. c. 36, and 24 & 25 Vict. c. 91.

7. What is the operation of a judgment upon an estate tail?

A judgment registered under 1 & 2 Vict. c. 110, operates as a charge on the lands of the debtor as against the issue of his body, and all other persons whom he might, without the assent of any other person, cut off and debar from any remainder or reversion.

8. What was required in the execution of a power previously to the year 1859, and what is now necessary?

Previously to 1859, when the Act 22 & 23 Vict. c. 35, was passed, it was necessary to the proper execution of a power strictly to comply with all the formalities required by the instrument creating it. By the 12th section of that Act, it is now provided that a deed executed in the presence of and attested by two or more witnesses shall, so far as respects execution and attestation, be a valid execution of a power of appointment by deed or writing not testamentary, notwithstanding some additional or other form of execution or attestation shall have been expressly required.

9. What is "tenant by curtesy," and what is requisite to the creation of the estate?

A "tenant by curtesy" is a tenant for life of the lands of which a deceased wife was seised, during the marriage, and by whom he had issue born alive during the same period, and capable of inheriting her estate. There are four requisites to the creation of the estate—(1) a valid marriage; (2) an actual seizin by the wife; (3) issue born alive during the life of the mother, and capable of inheriting; (4) the death of the wife.

10. A. devises to B., who is his heir-at-law: how would B. take?

If A. devises to B., his heir-at-law, B. takes under the will, and not as heir-at-law. This was provided for by section 3 of

the Inheritance Act. Previously to the 31st of December, 1833, B. would have taken by descent, and not as devisee.

11. What conveyances are void under the statute of Elizabeth, and against whom.?

There are two statutes of Elizabeth probably referred to by this question. By 13 Eliz. c. 5, conveyances of lands and goods, for the purpose of delaying, hindering, or defrauding *creditors*, are void as against them, unless made *bona fide*, for valuable consideration to a person without notice of the fraudulent intent. By 27 Eliz. c, 4, voluntary conveyances of *lands*, and conveyances, with any clause of revocation at will of grantor, are void as against subsequent purchasers for valuable consideration, even with notice (*Ellison* v. *Ellison*, 1 White & Tudor's Lead. Cas. 199).

12. What facility is given for the assignment of chattel interests by the Act 22 & 23 Vict. c. 35?

The 21st section of the Act in question provides that any person shall have power to assign personal property, by law assignable, including chattels real, directly to himself and another person, or other persons, or corporation, by the like means as he might assign the same to another.

13. How is the compensation for land, taken from persons under disability, under the provisions of 8 Vict. c. 18 (Lands Clauses Consolidation Act) assessed, and how may the money be invested?

The amount of compensation to be paid to a party under disability is to be determined by two able practical surveyors, one of whom is nominated by the promoters of the undertaking, the other by the other party; and if such two surveyors cannot agree in the amount, then by such third surveyor as two justices may, upon application of either party, nominate; a declaration in writing of its correctness is annexed to each valuation (section 9). The amount of compensation may also be assessed, as in other cases, by the verdict of a jury, or by an arbitrator.

The money having been paid into the Bank with the privity of the Accountant-General of the Court of Chancery, may, by order of the Court, be invested by him in the purchase of Consolidated or Reduced Annuities, or in Government or real securities, until the same can be permanently invested in the redemption of the land-tax; in the discharge of any incumbrance affecting the land, or other land similarly settled, in the purchase of other lands, or in case the money shall have been paid in respect of buildings taken or injured, in replacing such buildings, or substituting others in their stead (see sections 69, 70.)

14. What parties are enabled to convey by the last-mentioned Act?

All parties seised, possessed of, or entitled to any land, or any estate or interest therein, are enabled to sell and convey and release the same to the promoters of the undertaking, and to enter into all necessary agreements for that purpose; and particularly all or any of the following parties so seised, possessed, or entitled as aforesaid, are enabled so to sell, convey, or release—that is to say, all corporations, tenants in tail or for life, married women seised in their own right, or entitled to dower, guardians, committes of lunatics and idiots, trustees or feoffees in trust for charitable or other purposes, executors and administrators, and all parties for the time being entitled to the receipt of the rents and profits of such land in possession, or subject to any estate in dower, or to any lease for life, or for lives and years, or for years, or for any less interest; and such powers may be exercised, not only on behalf of themselves, but also for and on behalf of every person entitled in reversion, remainder, or expectancy, after them, or in defeasance of the estates of such parties (section 7).

15. A seised *Ex parte materna* makes a conveyance to the use of himself and his heirs, what is the effect of this upon his estate?

The effect of such a conveyance by A. is that he will thenceforward hold as a "purchaser" in the technical meaning of that term, and his estate will consequently be subject to a different rule of descent in case of his dying intestate. So that his relations *ex parte paterna* will be admitted before those *ex parte materna*.

III. Equity and Practice of the Courts.

1. Personal estate is bequeathed to A. B., a *feme sole* for her separate use, independent of the debts, control, or engagements of any husband she may marry, and so that she shall have no power to alien, anticipate, or charge the same. Can A. B., while single, alien, anticipate, or charge the same? In the event of her marriage, would a separate estate arise?

A. B., while single, can alien, anticipate, or charge the personal estate bequeathed to her separate use, although restrained from doing so. In the event of her marriage, the separate estate, together with the restraint upon alienation, arises, and continues during the coverture. Lord Langdale, M. R., in his celebrated judgment in *Tullett* v. *Armstrong*, lays it down that, "if the gift be made to her sole and separate use, without power to alienate, ... she has, when discovert, a power of alienation; the restraint is annexed to the separate estate only, and the separate estate has its existence only during coverture." Upon marriage, the separate estate, with its accompanying restraint, if there be one, comes into existence.

2. What is an equitable mortgage? In what respects is it objectionable as a security?

An equitable mortgage is created by the owner of an estate depositing his muniments of title as security for the payment of a debt, either simply (*Russell* v. *Russell*) or accompanied by a writing, or it may be created by any agreement or direction in writing without deposit, which shows that it was the intention of the debtor thereby to make his land or other property a security for the debt. But no equitable mortgage or lien on land registered under the 25 & 26 Vict. c. 35 (Land Transfer Act), can now be created by a deposit of title deeds; but the deposit of the land certificate has the same effect as a deposit of title deeds of non-registered lands. An equitable mortgage is objectionable as a security (1), as the mortgagee's right is not recognised in a court of law except as a mere pledgee, or depository of the deeds, if deposited; he, therefore, cannot bring ejectment. (2) A subsequent *bona fide* legal mortgagee, without notice, will take priority, for the equities being equal, the law will prevail. (3) An equitable mortgagee with notice of a prior incumbrance, cannot, by concealing his knowledge from his assignee, give a better right than that which he himself possesses. The assignee, therefore, takes, subject to all the equities affecting the charge. (4) The only means of enforcing payment of an equitable mortgage is by filing a bill or foreclosure. The mortgagee has no power of sale, nor any right to enter into the receipt of the rents of premises, being a mere creature of equity.

3. Can an executor be charged with wilful default upon an administration summons?

In taking the accounts under the usual decretal order on an administration summons, an executor or trustee cannot be charged with wilful default (*Partington* v. *Reynolds*, 4 Drew. 253.)

4. What is the equitable doctrine of constructive conversion?

In the judgment of Sir Thomas Sewell, M. R., in the leading case of *Fletcher* v. *Ashburner*, the equitable doctrine of constructive conversion is thus accurately stated—viz., "that money directed to be employed in the purchase of land, and land directed to be sold and turned into money, are to be considered as that species of property into which they are directed to be converted; and this in whatever manner the direction is given—whether by will, by way of contract, marriage articles, settlement, or otherwise, and whether the money is actually deposited or only covenanted to be paid; whether the land is actually conveyed, or only agreed to be conveyed. The owner of the fund, or the contracting parties may make land money, or money land." The maxim is that equity looks upon that as done which ought to be done (1 W. & T. L. C. 659).

5. Distinguish a specific legacy from a general legacy.

A legacy is *specific, legatum nominis vel debiti*, when it is a bequest of a particular thing, or sum of money, or debt, as distinguished from all others of the same kind. Thus, a bequest of "my diamond ring," "my black horse," or "£1,000 contained in a particular bag."

A legacy is *general* when it does not amount to a bequest of any particular thing or money distinguished from all others of the same kind. Thus a bequest of a diamond ring, or a horse, or £1,000 stock, or £1,000 not referring to any particular diamond ring, horse, stock, or money as distinguished from others (*Ashburner* v. *Macguire*, 2 W. & T. L. C. 229.)

6. Can a creditor file a bill on behalf of himself and all other the creditors of a testator, for the administration of his estate against the executors before the will has been proved?

A creditor cannot file a bill on behalf of himself and other creditors against an executor who has not proved or acted; for the executor's title commences only from the date of the probate, and it is not known till then whether he will act. But if an executor intermeddles with the estate, to the injury of the creditors, before probate, so as to become executor *de son tort*, the bill may be filed against him.

7. Is a bequest of railway shares to charitable purposes void under the Mortmain Act?

It has lately been decided that railway shares are not within 9 Geo. 2, c. 36, unless the act or charter, incorporating the company, expressly declares the shares to be real estate. Therefore the bequest of the shares to charitable purposes, unless declared realty, will not be void (*Edwards* v. *Hall*, 4 W. R. 111).

8. What are the general principles which regulate the court of chancery in granting or refusing injunctions *ex parte?*

Application for an injunction *ex parte* will in general be refused, unless the Court is satisfied that the grievance sought to be restrained is very pressing, or that the continuance of the act will work irreparable injury to the plaintiff, who has not been guilty of *laches*.

9. Within what time is an answer deemed sufficient, and does such time apply equally to a voluntary answer?

An answer is deemed sufficient; (1) If the plaintiff does not file exceptions thereto within six weeks after the filing of such answer. (2) If exceptions being filed the plaintiff does not set them down for hearing within fourteen days after the filing thereof. (3) If within fourteen days after the filing of a further answer, the plaintiff does not set down the old exceptions. A voluntary answer is treated as at once sufficient.

10. If a part of freehold hereditaments be released from a rent charge, does it or not extinguish the rent charge?

By Lord St. Leonards' Act (22 & 23 Vict. c. 35, s. 10), the release from a rent charge of part of the hereditaments charged therewith, shall not extinguish the whole rent charge, but shall operate onty to bar the right to recover any part of the rent charge out of the hereditaments released, without prejudice, nevertheless, to the rights of all persons interested in the hereditaments remaining unreleased, and not concurring in or confirming the release. Before this Act, a rent charge was in effect extinguished by a release of part of the hereditaments charged (see Co. Litt. 147 b.)

11. Is it necessary to make the heir-at-law a party to a suit to carry into execution the trusts of a will?

In suits to execute the trusts of a will, it is not necessary to make the heir-at-law a party; but the plaintiff is at liberty to make the heir-at-law a party, where he desires to have the will established against him (Cons. Ord. vii, r. 1.)

12. Where a plaintiff has given a notice of motion for a decree, and afterwards desires to adduce further evidence for the hearing, in what way can that object be accomplished?

The plaintiff has seven days, after the expiration of the fourteen days allowed to the defendant to file affidavits in answer, to file affidavits in reply, but they must be confined to matters strictly in reply, and no further evidence can be adduced by the plaintiff without leave of the Court (Cons. Ord. xxiii, r. 8.)

13. How, and when, can a defendant compel a plaintiff, having documents in his possession relating to matters in question in the suit, to produce them?

The 20th section of the Jurisdiction Act (15 & 16 Vict. c. 86) empowers the Court, upon the application of the defendant in any suit commenced by bill, to make an order for the production by the plaintiff, on oath, of such of the documents in his possession or power relating to the matters in question in the suit, as the Court shall think right; the mode of proceeding is by summons at chambers; and, as to the time, not until the defendant has put in a full and sufficient answer, unless the Court shall make any order to the contrary. In *Walker* v. *Kennedy*, 5 W. R. 396, it was held that the defendant might make the application immediately on filing his answer; but the plaintiff will be allowed time to consider whether the answer is sufficient.

14. What is a condition precedent? Give an example.

A condition precedent is a condition expressed in the grant of an estate which must happen, or be performed before the estate can vest or be enlarged. Thus, if a man grant to his lessee for years, that upon payment of a hundred marks within the term he shall have the fee, this is a condition precedent, and the fee simple passeth not till the hundred marks be paid (*Lord Stafford's Case*, 8 Rep. 736).

15. A. by will bequeaths £10,000 to "the heirs of the late B.," who will take under this bequest, assuming that there is nothing in the context of the will to explain the words.

There being nothing in the context of the will to explain the object designated by the expression "heirs of the late B," it appears by the weight of authority that the word "heirs" must be taken to be used in its proper sense, although the entire subject of the gift be personalty. Lord St. Leonards, in his judgment in the case of *De Beauvoir* v. *De Beauvoir* (3 H. of L. C. 557), when treating of the construction to be put upon a bequest "to my own right heirs" remarks "as far, therefore, as the authorities go with respect to personal estate, whether the gift be an immediate gift or whether it be a gift in remainder, the cases appear to me to be uniform,—to give to the words the sense which the testator himself has impressed upon them,—that if he has given to the heirs, though the heir would not by law be the person to take that property, he is the person who takes as *persona designata*. It is impossible to lay down any other rule of construction." The judgment of Vice Chancellor Turner, in *Doody* v. *Higgins* (9 Hare. App. 32), will not, upon consideration, be found to militate against this dictum. And the conclusion appears to be, that where the word "heirs" is used, not to denote succession or substitution, as in the last cited case; but to describe a legatee, as in the case in the question, and there is no context to explain it otherwise, there it will receive its natural and ordinary interpretation (Will. Exors. 997).

Hence, it would seem that the person being heir to B. at the death of the testator, will take the £10,000. The word "heirs" is *nomen collectionin*, and it is all one to say "heirs of B." and "heir of B."

The questions on Bankruptcy and practice of the courts and on Criminal law and proceedings before magistrates, together with answers by Mr. J. Bradford and Mr. Walter Webb, will be inserted in the *Solicitors' Journal* next week.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Hilary Term, 1864.

The intermediate examination of articled clerks was held on the 21st inst., at the Hall of the Incorporated Law Society Chancery-lane.

The examiners were Master Templer, Mr. Gregory, Mr. Ouvry, and Mr. Sharpe.

Master Templer addressed the candidates as follows:—

Candidates,—I will say a few words to you before you begin on your papers. Look well at the questions and reflect on them before you begin to set your answers in writing. You will find this will save you time in the end, and, besides, you will thus do your work better.

This examination, as you are aware, is merely a preliminary one, to ascertain the progress you have made in your legal studies. It may be called your trial gallop, your little-go, and is to prepare you for your final examination. It is also a reminder that about one-half the period of your legal probation is expired, and I may mention, in this part of your course, and you may extend the observation to your future reading, that the examiners would prefer to find that you had mastered the principles of your subject by thought and by reflection—with yourselves—rather than by efforts of memory, that you had crammed up answers to particular questions. The one method will serve you all your lives, and make you expert and accomplished lawyers; the other, if even serving you for a particular occasion, which I much doubt, will, in the end, be sure to confuse and betray you.

I will not detain you longer from your papers, but trust you may all pass a satisfactory examination, and that you will return to your homes with the fixed determination to pursue with ardour the subject you have chosen, so that you may become ornaments of the profession to which you aspire to belong.

ADMISSION OF ATTORNEYS.

Hilary Term, 1864.

The following days have been appointed for the admission of attorneys in the Court of Queen's Bench:—Saturday, January 30, and Monday, February 1.

ADMISSION OF SOLICITORS.

The Master of the Rolls has appointed Monday, the 1st of February, 1864, at the Rolls Court, Chancery-lane, at four o'clock in the afternoon for swearing in solicitors.

Every person desirous of being sworn in on the above day, must leave his common law admission, or his certificate of practice for the current year, at the secretary's office, Rolls-yard, Chancery-lane, on or before Saturday, the 30th of January, 1864.

The papers of those gentlemen who cannot be admitted at common law till the last day of term will be received at the Secretary's office up to twelve o'clock at noon on that day after which time no papers can be received.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. Montague Hughes Cookson, on Equity, Monday, Jan. 25.

Mr. J. Napier Higgins, on Conveyancing, Friday, Jan. 29.

PUBLIC COMPANIES.

PROJECTED COMPANIES.

The Financial Corporation (Limited).

Capital, £3,000,000, in 30,000 shares of £100 each.

Solicitors—Messrs. Maples, Maples, & Teesdale, 6, Frederick's-place, Old Jewry; Messrs. Hughes, Masterman, & Hughes, 17, Bucklersbury.

This association has been formed for the purpose of granting an accommodation to landowners, contractors, civil engineers, and others.

The International Race Course Society (Limited).

Capital £100,000, in 10,000 shares of £10 each.

Solicitor—Edward Reddish, Esq., 27, Great James-street, Bedford-row.

The object of this society is to purchase or rent lands upon the continent, or in England, suitable for race and steeplechase courses, to afford facilities for the extension, alteration, or improvement of existing race courses, and to encourage a generous international rivalry amongst the leading men of all countries who recognise the turf as a fashionable sport.

The Land Securities Company (Limited),

In connection with the International Financial Society.

Capital £2,000,000, in 40,000 shares of £50 each.

Solicitors—Messrs. Bircham, Dalrymple, Drake, and Ward, Parliament-street, London; Messrs. West and King, 3, Charlotte-row, Mansion-house, London; Messrs. Hunter, Blair, and Cowan, W.S., Edinburgh; John Macnamara Cantwell, Esq., Dublin; John Julien, Esq., Dublin.

This company has been formed for the purpose of making advances on the security of landed property, parish rates, ground rents, &c.

It appears from "Bradshaw's Manual" that the session will open with 47 railway directors in the House of Lords, and 153 in the House of Commons.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DUNCAN—On Jan. 18, at 14, Lupus-street, St. George's-square, Pimlico, the wife of W. E. Duncan, Esq., Solicitor, of a son.

HOUSMAN—On Jan. 16, at Perry Hall, Bromsgrove, the wife of Edward Housman, Esq., Solicitor, of a son.

ROBERTS—On Jan. 17, at 23, Westbourne-sq., Hyde-park, the wife of Edmund Russell Roberts, Esq., Barrister-at-Law, of a daughter.

MARRIAGES.

ARMES—DAVISON—On Jan. 14, at St. Andrew's, Wells-street, Philip Armes, Esq., of Durham, to Emily Jane, daughter of the late Henry Davison, Chief Justice of Madras.

DEATHS.

EVANS—On Jan. 12, at his residence, Golder's-hill, Hampstead, Joshua Evans, Esq., of Portrane, county Dublin, aged 82, many years Senior Commissioner of the London Court of Bankruptcy.

DIGNUM—On Dec. 18, at Spanish-town, Jamaica, Mary Hughes Dignum, second daughter of the late Andrew Dignum, Esq., Master in Chancery for that island, aged 18.

LLOYD—On Jan. 7, at Bray, county Wicklow, aged 43, Caroline, wife of B. C. Lloyd, Esq., Q. C., and only daughter of Wm. Brooke, Esq., Master in Chancery.

LOWE—On Jan. 18, at 16, Medina-villas, Brighton, Anna Matilda, fourth daughter of the late Wm. Lowe, Esq., of Montagu-st, Russell-sq, and Tanfield-ct, Temple.

STRANGEWAYS—On Jan. 17, Thos. Hy., only son of Thos. Hy. Strangeways, Esq., of King's-road, Bedford-row, Solicitor, aged 9 years.

SLEIGH—On Jan 16, aged 66, at Bayswater, Sarah, widow of the late Wm. Willcocks Sleigh, Esq., M.D., F.S.A., and eldest daughter of the late Burrowes Campbell, Esq., LL.D., T.C.D., Barrister-at-Law.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

Baker, Jas, Fairfield-place, Stepney, Grocer. £50 Consols.—Claimed by said James Baker.

Easton, John, of Taunton, Land Surveyor, and Jas. Southwood, of West Monckton, Baker, both deceased. £97 14s., Consols.—Claimed by Jas. Easton, and Richd. Easton, Executors of John Easton.

Smyth, Penelope Sophia, Wilmington-square, Spinster. £69 1s. 8d. New Three per Cents.—Claimed by L. C. Smyth and H. Sheppard, Administrators.

Turnbull, Jas, Bishopsgate Within, Gent. £100 Consols.—Claimed by Stephen Newton Turnbull, Administrator.

LONDON GAZETTES.

Professional Partnerships Dissolved.

Friday, Jan. 15, 1864.

Ramshay, Geo, & Wm Latimer, Brampton, Cumberland, Attorneys and Solicitors (Ramshay & Latimer). Dec 22. By mutual consent.

Windings-up of Joint Stock Companies.

Tuesday, Jan. 19, 1864.

Limited in Chancery.

Adelphi Hotel Company (Limited).—The Master of the Rolls has appointed William Turquand, 16, Tokenhouse-yard, London, Public Accountant, Official Liquidator of this company. Creditors are required, on or before Feb 2, to send their names and addresses, and the particulars of their debts and claims, and the names and addresses of their solicitors, to the Official Liquidator.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Friday, Jan. 15, 1864.

Belcher, Noah, Uffington, Berks, Farmer. March 1. Ormond, Wantage.
Cowley, Chas, Star-pl, Fulham, Gent. March 15. Wrentmore & Son, Lincoln's-inn-fields.
Crawshay, Mary, Ecclestone-sq, Pimlico, Widow. March 1. Keith & Co, Norwich.
Froggatt, Saml, Belper, Derby, Farmer. Feb 20. Walker, Belper.
Greathead, Hy, Leamington Priors, Wine Merchant. Feb 29. Griffin, Leamington Priors.
Haviside, Frederica, Walthamstow, Widow. March 1. Birch, Lincoln's-inn-fields.
Hellaby, Joseph, Palmer Moor, Derby, Farmer. Feb 13. Smith, Derby.
Hincks, Esther, Coventry, Spinster. March 25. Davis, Coventry.
Jackson, Thos, Clifton, Derby, Farmer. Feb 20. Holland, Ashborne.
Lowe, Sapphirus, Eastcheap, London, Scotch Mealman. March 1. Phillips, Sise-lane.
Robinson, Elizabeth, Thormanby, York, Widow. April 1. Richardson, Thirsk.
Rush, Wm Arthur, Southminster, Essex, Surgeon. Jan 31. Crick & Co, Maldon.
Weaver, Francis, Curry Mallet, Somerset, Gent. Feb 6. Hallett, Lincoln's-inn-fields.
Wolston, Augustus, Furnival's inn, Solicitor. Feb 12. Sadler, Golden-sq.
Wooton, Joseph, Cheetham-hill, nr Manch, Gent. Feb 14. Binney, Manch.

Tuesday, Jan. 19, 1864.

Bathurst, Mary Ann, Addison-ter, Kensington, Widow. Feb 10. Weall, Doctor's-commons.
Belcher, Noah, Uffington, Berks, Farmer. March 1. Ormond, Wantage.
Ewart, Robt, Moffat, Dumfries, Esq. Feb 20. Murray, & Co, Birchin-lane.
Giddy, Joseph, Leeds, Hotel Keeper. Feb 25. Thompson, York.
Highmoor, Robt Compton Bracebridge, Captain in Madras Army. Feb 29. Crosse, Doctor's-commons.
Lilley, David, Cambridge, Farmer. March 25. Eaden, Cambridge.
Machell, Jas, Whitwell, and Selside, Kendall, Gent. Feb 23. Harrison & Son, Kendal.
Mowbray, John, Hartlepool, Cordwainer. Feb 22. Turnbull & Bell, West Hartlepool.
Price, Wm, Combe Down, Bath, Gent. March 1. Coxhead, Bath.
Scholey, John Bailey, West Highlands, Winchester, Esq. March 12. Gole, Lime-st.
Scott, Jas Ranken, Upper Thames-st. Brewer's Agent. Feb 18. Singleton & Pitman, Old Jewry.
Williamson, Thos Hugh, Lpool, Gent. March 31. Cheshire, Northwich.

Creditors under Estates in Chancery.

Last Day of Proof.

Friday, Jan. 15, 1864.

Braybrooke, Wm, Woolwich, Surgeon. Feb 6. Blogg v Braybrooke, V. C. Stuart.
Charlton, Matthew, Elsdon, Northumberland, Merchant. Feb 23. Charlton v Charlton, V. C. Stuart.
Kent, Sarah, Kensington-pk-gdns, Widow. Feb 16. Plumbe v Neild, V. C. Kindersley.
Morgan, Wm, Brynllys, Montgomery, Gent. Feb 1. Anwyl v Anwyl, V. C. Wood.
Robinson, Wm Bird, Wollaston, Northampton, Saddler. Pickering v Robinson, V. C. Wood.
Street, Alex, Chester, Innkeeper. Feb 16. Ellis v Bordessa, V. C. Stuart.
Williams, Isaac Lloyd, Lincoln's-inn, Esq. Feb 10. Evans v Williams, V. C. Kindersley.
Young, John, Westridge, Isle of Wight, Esq. Feb 15. Young v Smith, M. R.

Tuesday, Jan. 19, 1864.

Boyd, Robt, Bromley, Kent, Esq. Feb 2. Boyd v Boyd, V. C. Wood.
Clarke, Thos, Stockingford, Warwick, Farmer. Feb 19. Jeffcott v Clarke, V. C. Stuart.
Neale, Mary, Cardigan, Dairy Keeper. Feb 18. Davies v Morgan, M.R.
Raggett, Geo, St James'-st, Middlx, Esq. Feb 9. Chapman v Brown, V. C. Kindersley.
Staines, Theodore, George-st, Regent's-park, Gent. Feb 13. Daniels v Heard, M. R.
Stoddart, Dorothy, Haversham, Westmorland, Widow. Feb 12. Holme v Williamson, M. R.
Woodward, John, Tiverton, Gent. Feb 19. Bird v Cawley, V. C. Stuart.

Assignments for Benefit of Creditors.

Friday, Jan. 15, 1864.

Hooke, Hy Joseph, Sidmouth, Innkeeper. Dec 31. Radford & Williams, Sidmouth.

TUESDAY, Jan. 19, 1864.

Cartal, Claude, Rupert-st, Haymarket, Hotel Keeper. Dec 18. Lawrance & Co, Old Jewry-chambers.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Jan 15, 1864.

Angles, John, Middleton, nr Hartlepool, Innkeeper. Dec 24. Comp. Reg Jan 14.
Barker, Geo, Blacker-common, nr Barnsley, Innkeeper. Dec 22. Comp. Reg Jan 14.
Bebbington, Wm, Manch, Baker. Dec 22. Comp. Reg Jan 12.
Brett, Wm, Dover, Grocer. Dec 16. Conv. Reg Jan 12.
Burrow, Jas, Brighouse, Halifax, Silk Spinner. Dec 19. Asst. Reg Jan 14.
Busfield, Adam, Leeds, Hotel Keeper. Dec 23. Conv. Reg Jan 14.
Butterfield, Wm, Swineshead, Lincoln, Grocer. Dec 29. Asst. Reg Jan 12.
Calvert, Jas, Calverley, York, Manufacturer. Dec 17. Asst. Reg Jan 13.
Cartwright, Matthew, Clifton, Bristol, Surgeon Dentist. Dec 16. Conv. Reg Jan 12.
Crosby, Jas, Audenshaw, Lancaster, Flax Spinner. Dec 31. Comp. Reg Jan 14.
Earthy, Christopher, Stowmarket, Grocer. Dec 31. Conv. Reg Jan 14.
Edwards, John Simpkin, Sheffield, Provision Merchant. Dec 18. Conv. Reg Jan 15.
Ellis, Benjamin, Sheffield, Clerk. Jan 8. Conv. Reg Jan 15.
Emerton, Louisa Mary, Arthur-st, Brompton, Widow. Dec 14. Conv. Reg Jan 11.
Evans, Jabez, Llandaff, Anchor Manufacturer. Jan 4. Comp. Reg Jan 13.
Fennerty, John, Cambridge Town, nr Blackwater, Surrey, Military Tailor. Jan 13. Asst. Reg Jan 14.
Gosman, Fredk, Newcastle-upon-Tyne, Grocer. Dec 23. Conv. Reg Jan 14.
Greenhalgh, Jas, sen, & Jas Greenhalgh, jun, New Accrington, Mechanics. Dec 21. Asst. Reg Jan 15.
Hannah, John, Huddersfield, Cloth Finisher. Dec 21. Conv. Reg Jan 14.
Haynes, Robt, Cumberland-ter, Bayswater, Gent. Dec 24. Asst. Reg Jan 13.
Henderson, Robt, & Ralph Henderson, Hartlepool, Bottle Manufacturers. Dec 17. Conv. Reg Jan 13.
Hill, Nathan, & Thos Handford Snape, Macclesfield, Harness Makers. Dec 31. Comp. Reg Jan 14.
Illingworth, Wm, Huddersfield, Rag Dealer. Dec 31. Conv. Reg Jan 14.
Johnson, Mary Ann, Widow, & Joseph Elliott, Shipowner. Dec 17. Conv. Reg Jan 14.
Kingham, Wm, Hackney-rd, Cheesemonger. Jan 11. Comp. Reg Jan 14.
Liddle, Geo, Newcastle-upon-Tyne, Grocer. Dec 21. Asst. Reg Jan 14.
Lobley, Wm, Lowtown Pudsey, York, Innkeeper. Dec 22. Asst. Reg Jan 14.
Lysaght, Percy Pulleine, Lincoln's-inn-fields, Gent. Dec 17. Comp. Reg Jan 13.
Maidwell, Thos, Shipdham, Norfolk, Farmer. Dec 18. Conv. Reg Jan 13.
Mason, John, Macclesfield, Silkman. Dec 31. Comp. Reg Jan 12.
Mitchelhill, Jas, & Thos Mitchelhill, Argyle-st, Regent-st, Tailors. Dec 29. Comp. Reg Jan 13.
Murgatroyd, Jas, Dewsbury, Woollen Manufacturer. Dec 19. Conv. Reg Jan 13.
Parish, Richd, Weston-super-Mare, Innholder. Dec 24. Conv. Reg Jan 14.
Pearson, Leonard, Lpool, Ink Manufacturer. Jan 1. Comp. Reg Jan 12.
Tregise, Geo Edwards, St Just, Cornwall, Draper. Jan 2. Conv. Reg Jan 12.
Weir, Fredk Vaughan, Bristol, Wine Merchant. Dec 19. Conv. Reg Jan 15.

TUESDAY, Jan. 19, 1864.

Armstrong, Thos Holmes, Jas Hy Hill Hughes, & Albert Edw Hughes, Manch, Lead Manufacturers. Dec 22. Asst. Reg Jan 19.
Barclay, Hugh, Birm, Printer. Dec 19. Comp. Reg Jan 15.
Bastin, Fredk John, Worcester, Hat Manufacturer. Dec 21. Conv. Reg Jan 18.
Beak, Wm, Burnham, Somerset, Wine Merchant. Dec 23. Asst. Reg Jan 18.
Beevers, John, Huddersfield, Flock Dealer. Dec 22. Conv. Reg Jan 18.
Brough, Anthony, Gt Tower-st, Merchant. Jan 14. Asst. Reg Jan 16.
Cartal, Claude, Rupert-st, Haymarket, Hotel Keeper. Dec 18. Asst. Reg Jan 15.
Daish, Fredk, Whippingham, Isle of Wight, Lace Maker. Jan 7. Conv. Reg Jan 19.
Elliott, John Watts, Regent's-park-rd, Primrose-hill, Builder. Jan 2. Comp. Reg Jan 15.
Foden, Chas, Macclesfield, Silk Throwster. Jan 13. Asst. Reg Jan 18.
Hewett, Saml, Cheltenham, Lodging-house Keeper. Dec 9. Conv. Reg Jan 14.
Hill, Joseph, Stourbridge, Victualler. Jan 7. Asst. Reg Jan 18.
Jones, John, Penmaenmawr, Carnarvon, Butcher. Dec 24. Asst. Reg Jan 18.
Lockwood, Fredk Beecraft, Southampton-bldgs, Chancery-lane, and Gray's-inn-rd, Agent and Valuer. Jan 7. Asst. Reg Jan 15.
Miles, Edw, Llanfyllin, Montgomery, Grocer. Jan 5. Asst. Reg Jan 15.
Owens, Owen, Melin Adda, Anglesey, Miller. Dec 21. Asst. Reg Jan 16.
Pankhurst, Alfred Love, Domingo-st, St Luke's, Middlesex, General-shop Keeper. Jan 1. Comp. Reg Jan 18.
Parry, John Wilton, Upper-st, Islington, Milliner. Dec 29. Comp. Reg Jan 16.
Payne, Robt, Great Queen-st, Lincoln's-inn-fields, Carriage Lace Manufacturer. Jan 18. Conv. Reg Jan 19.
Pegg, Joseph Dawes, Tewkesbury, Coal Merchant. Dec 18. Asst. Reg Jan 15.
Pepperell, John, Middlecombe, Devon, Yeoman. Dec 21. Conv. Reg Jan 18.
Ryle, John, Macclesfield, Silk Throwster. Jan 15. Comp. Reg Jan 18.
Savill, Chas, Seymour-pl, Camden-town, Cheesemonger. Dec 22. Conv. Reg Jan 15.
Senior, Reuben, Earlsheaton, York, Blanket Manufacturer. Dec 31. Conv. Reg Jan 16.
Sugden, Thos, Oldham, Machinist. Jan 8. Asst. Reg Jan 16.
Whitworth, Jas, Rochdale, Grocer. Jan 4. Asst. Reg Jan 16.
Wilson, Peter, Manch, Provision Merchant. Jan 15. Comp. Reg Jan 16.
Wood, Jas, Sheffield, Gunsmith. Dec 18. Conv. Reg Jan 15.
Wright, Joseph, Dudley, Engineer. Jan 11. Comp. Reg Jan 15.

Bankrupts.

FRIDAY, Jan. 15, 1864.

To Surrender in London.

Aaron, John Moses, Judd-st, Euston-rd, Furniture Dealer. Pet Jan 12. Feb 2 at 12. Hill, Basinghall-st.
Branscombe, Edwd, Cirencester-st, Harrow-rd, House Decorator. Pet Jan 12. Jan 26 at 1. Fisher, Camberwell New-rd.
Brett, Jas Starmer, Balham-hill, Baker. Pet Jan 11. Feb 2 at 11. Asprey, Furnival's-inn.
Bretz, John, Crutched-friars, Victualler. Pet Jan 13. Feb 2 at 1. Hare, Basinghall-st.
Broissia, Edgar Louis Theodore de Froissard de, Merton. Pet Jan 11. Jan 26 at 1. Silvester, Great Dover-st.
Brown, Stephen Westwood, Brentwood, Stationer. Pet Jan 12. Jan 26 at 1. Harrison, Basinghall-st.
Chapman, Chas, Arthur-grove, Kentish-town, Sheriff's Officer. Pet Jan 11. Jan 26 at 1. Hope, Ely-pl.
Deller, Hy Thos, Winchester, Brewer. Pet Jan 11. Jan 26 at 12. Paterson & Son, Bouverie-st.
Fullilove, Jonathan, Croydon, Printer. Pet Jan 9. Jan 26 at 11. Bramwell, Scott's-yd.
Grover, Wm Russell, Argyle-ter, Fulham, Vocalist. Pet Jan 11. Feb 2 at 12. Holt & Mason, Quality-ct.
Ivison, Thos Parke, Mornington-crescent, Hampstead-rd, Civil Engineer. Pet Jan 9. Jan 26 at 1. Treherne & Co, Aldermanbury.
Kersey, Saml Harvey, Debenham, Suffolk, Farmer. Pet Jan 11. Feb 2 at 11. Moseley & Co, Old Jewry-chambers, and Moseley, Framlingham.
Law, Geo Hy, Bellevue-ter, Holloway, out of business. Pet Jan 12. Jan 25 at 3. Chidley, Old Jewry.
Loysel, Edwd, Cannon-st, London, General Merchant. Pet Jan 5. Jan 25 at 3. Lawrence & Co, Old Jewry-chambers.
Marshall, Noah, Caledonian-rd, King's-cross, Plumber, &c. Pet Jan 11. Jan 25 at 3. Elcum & Hocombe, Bedford-row.
Morris, R hd, St John-st, Clerkenwell, General Dealer. Pet Jan 9. Jan 26 at 1. Buchanan, Basinghall-st.
Price, Wm Hy, Kennington-grove, Lambeth, Builder. Pet Jan 13. Feb 2 at 12. Edwards & Edwards, Southampton-bdgs.
Shute, Thos, Apollo-bdgs, Walworth, Boot Manufacturer. Pet Jan 12. Jan 26 at 2. Haynes, Harp-lane.
Tear, Jacob Miller, Bexley-rd, Kent, Builder. Pet Jan 13. Jan 30 at 1. Abrahams, Gresham-st.
Turnbull, Jacob, York-rd, Wandsworth, Clothier. Pet Jan 12. Feb 2 at 12. Paterson & Son, Bouverie-st.
Ubsdell, John Talbot (and not Absdell, as advertised in last Gazette).
Walker, Edwd, Carlton-chambers, Regent-st, Commission Agent. Adj Nov 23. Jan 26 at 1. Aldridge.
Walker, Thos, jun, Thames-Ditton, Butcher. Pet Jan 12. Jan 26 at 1. Fenton, George-st.
Warren, Fredk, Red Cross-sq, Cripplegate, Gold Chain Manufacturer. Pet Jan 11. Jan 26 at 12. Silvester, Gt Dover-st.
Weston, Alfred, Chailey, nr Lewes, Cattle Dealer. Pet Jan 11. Feb 2 at 11. Lewis & Lewis, Ely-pl.

To Surrender in the Country.

Baker, Benj, Birkenhead, Surgeon. Pet Jan 14. Lpool, Feb 22 at 11. Billson, Lpool.
Blyth, John, Kingston-upon-Hull, Weaver. Adj Dec 23. Kingston-upon-Hull, Jan 27 at 11.30.
Bunnalls, Rchd, Cardynham, Cornwall, Blacksmith. Pet Jan 11. Bodmin, Jan 30 at 10. Wallis, Bodmin.
Bustin, Edwin, Exeter, Hair Dresser. Pet Jan 5 (for pau). Exeter, Jan 26 at 11. Floud, Exeter.
Candler, Jas, Mistley, Essex, Baker. Pet Jan 6. Harwich, Jan 27 at 12. Jones, Colchester.
Carter, John, Westbromwich, Miner. Pet Dec 19. Oldbury, Jan 28 at 10. Shakespeare, Oldbury.
Cowell, Jas, Cardiff, Ship Broker. Pet Jan 9. Bristol, Jan 29 at 11. Inglelew, Cardiff, and Press & Inskip, Bristol.
Davis, Geo Vaughan, Stoke Damerel, Devon, Butcher. Pet Jan 13. East Stonehouse, Jan 27 at 11. Fowler, Plymouth.
Day, John Woodhouse, Nether Hoyland, York, Coal Owner. Pet Jan 11. Leeds, Feb 6 at 10. Clough, Huddersfield, and Bond & Barwick, Leeds.
Every, Wm John, Knaphill, Surrey, Engineer. Pet Jan 11. Guildford, Jan 30 at 12. White, Guildford.
Ewbank, Matthew, Appleby, Boot Maker. Pet Jan 13. Appleby, Jan 27 at 11. Thompson, Appleby.
Forrister, Hy, Longton, Stoke-upon-Trent, Potter. Pet Jan 9. Stoke-upon-Trent, Jan 30 at 11. Tennant, Hanley.
Groves, Rchd Wm, Birm, Painter, &c. Pet Jan 13, Birm, Feb 8 at 10. Duke, Birm.
Jones, Fredk Hy, Levenshulme, Lancaster, Clerk. Pet Jan 13. Manch, Feb 8 at 9.30. Lamb, Manch.
Kirby, John, Garrowby, York, Farmer. Pet Nov 10. Leeds, Feb 1 at 10. Danby, Stamford Bridge, and Bond & Barwick, Leeds.
Lambert, Eleanor, Outwood Burstow, nr Riegate, Victualler. Pet Dec 29. Riegate, Jan 28 at 2. Silvester, Great Dover-st.
Lane, Benj, Pulham, Norfolk, Cattle Dealer. Pet Jan 12. Harleston, Jan 29 at 12. Gudgeon, Stowmarket.
Lee, Joseph, jun, Burton Leonard, York, Farmer. Pet Jan 13. Ripon, Jan 30 at 11. Harle, Leeds.
Lewis, Benj Williams, Mothey, Carmarthen, late a Student at Oxford. Pet Dec 12. Carmarthen, Jan 26 at 2. Jeffries, Carmarthen.
Maidment, John Geare, East Lydford, Somerset, Auctioneer. Pet Jan 12. Bristol, Jan 29 at 11. Allen, Burnham, and Henderson, Bristol.
McClure, Geo, Manch, Merchant. Pet Jan 9. Manch, Jan 27 at 12. Boote, Manch.
McKend, John, Kendal, Draper. Pet Jan 11. Kendal, Jan 25 at 10. Thompson, Kendal.
Moncks, Edgar Rbt, Bridgnorth, Butcher. Pe Jan 11. Bridgnorth, Jan 27 at 12. Haslewood, Bridgnorth.
Morgan, Jas, Walford, Publican. Pet Jan 2. Ross, Jan 21 at 12. Whatley, Mitcheldean.

Pool, Thos, Botcheston, Leicester, Farmer. Pet Jan 11. Birm, Jan 29 at 12. Stevenson, Leicester.

Pryterch, Wm, Ynysbach, Anglesey, Farmer. Pet Jan 11. Lpool, Jan 27 at 11. Evans & Co, Lpool.

Ransom, Joseph, Bondgate, Bishop Auckland, Innkeeper. Pet Jan 11. Bishop Auckland, Jan 28 at 10. Stafford, Durham.

Shaw, Abraham, Huddersfield, Merchant. Pet Jan 9. Leeds, Feb 1 at 10. Hesp & Owen, Huddersfield, and Simpson, Leeds.

Shenfield, Wm Liddlelow, Lowestoft, Plumber, &c. Pet Jan 11. Lowestoft, Jan 27 at 12. Chamberlin & Archer, Lowestoft.

Smith, John Whitwick, Leicester, Joiner. Pet Jan 13. Ashby-de-la-Zouch, Jan 27 at 11. Cheatle, Ashby-de-la-Zouch.

Stevens, Vivian, Penzance, Accountant. Adj Jan 9. Exeter, Jan 29 at 1. Floud, Exeter.

Taylor, Hy Wm, Liddals-rd, Derby, Striker. Pet Jan 13. Derby, Jan 26 at 12. Leech, Derby.

Venables, Robt, Birkenhead, Cabinet Maker. Pet Jan 12. Birkenhead, Jan 26 at 10. Moore, Birkenhead.

Wall, Thos, & Thos Johnson, Stratford-upon-Avon, Druggists. Pet Jan 11. Birm, Feb 1 at 12. Warden, Stratford-upon-Avon, and Allen, Birm.

Ward, Wm, Scarborough, Publican. Pet Jan 12. Leeds, Jan 26 at 11. Simpson, Leeds.

Warren, Wm, Coventry, China Dealer. Pet Jan 12. Coventry, Jan 26 at 3. Griffin, Coventry.

Whitney, Hy, Much Birch, Hereford, Innkeeper. Pet Jan 13. Hereford, Feb 2 at 10. Averill, Hereford.

Willmett, Wm, and John Hy Willmett, Newport, Monmouth, Ship Builders. Pet Oct 7. Bristol, Jan 29 at 11. Cathcart, Newport.

Wood, Maria, Holcombe-brook, nr Ramsbottom, Lancaster, Innkeeper. Pet Jan 13. Manch, Jan 26 at 11. Smith & Boyer, Manch.

Yates, Jas, Newcastle-under-Lyme, Gasfitter. Pet Jan 9. Newcastle-under-Lyme, Jan 26 at 11. Moxon, Hanley.

TUESDAY, Jan. 19, 1864.

To Surrender in London.

Brothers, Jas, Brabourne, Kent, Rector of Monks' Horton, Kent. Pet Jan 12. Feb 2 at 12. Nichols & Clark, Cook's-ct, Lincoln's-inn.

Butler, Eliza Maria, London-rd, Romford. Adj Jan 21. Feb 2 at 11. Aldridge.

Byford, Alfred Thos, Epping, Tailor. Pet Jan 12. Feb 2 at 1. Drew, New Basinghall-st.

Chadwick, Joseph, Augustus-st, Regent's-park, Stone Agent. Pet Jan 14. Feb 2 at 1. Kersey, Gracechurch-st.

Chapman, Saml, Ipswich, Cabinet Maker. Pet Jan 15. Feb 2 at 1. Aldridge & Bromley, Gray's-inn, and Jackaman & Son, Ipswich.

Collier, Augustus, Maismore-square, New Peckham, Accountant. Pet Jan 16. Feb 2 at 1. Stephens & Satchell, Queen-st, Cheapside.

Crossley, Jas, Mincing-lane, Merchant. Pet Jan 12. Feb 2 at 12. Lawrence & Co, Old Jewry-chambers.

D'Acosta, Louis, Portland, nr Weymouth, Captain, Unattached. Pet Jan 14. Feb 2 at 1. Combe & Wainwright, Staple-inn.

Darling, Rchd, Stanwell, Victualler. Pet Jan 12. Feb 2 at 1. Haynes, Southampton-bldgs.

Dickson, Wm, Bucklersbury, Surveyor. Pet Jan 15. Feb 2 at 1. C. V. Lewis, Raymond-bldgs.

Dixon, Rchd, Battersea-fields, Timekeeper. Pet Jan 13. Feb 2 at 2. Morris, Beaufort-bldgs.

Dove, Jas, North-st, St John's-wood, Baker. Pet Jan 15. Feb 2 at 2. Philby, Fenchurch-bldgs.

Elliott, Wm Duke, jun, Brighton. Pet Jan 14. Feb 2 at 11. Lumley & Lumley, Moorgate-st, and Bentley, Brighton.

Ellwood, Francis, Norwich. Adj Jan 15. Feb 2 at 1. Aldridge.

Farrow, Susannah, Richmond-road, Hackney, Lodging-house Keeper. Pet Jan 14. Feb 2 at 1. Harrison & Lewis, Old Jewry.

Fifield, Rchd, Greenham, Berks, Hay Dealer. Pet Jan 15. Feb 6 at 1. Rickards & Walker, Lincoln's-inn-fields.

Gutteridge, Jas, Boot Maker, East-rd, City-rd. Pet Jan 16. Feb 15 at 11. Keighley & Bull, Basinghall-st.

Heed, Hy, Camberwell-rd, Greengrocer. Pet Jan 16. Feb 15 at 11. Reed, Guildhall-chambers.

Henry, Richd Chas, Harrington-st, Hampstead-rd, out of business. Pet Jan 7. Feb 2 at 1. Lawrence & Co, Old Jewry-chambers.

Holgate, Edwd, Regent-st, Dealer in Fancy Goods. Pet Jan 13. Feb 2 at 12. Harris, Moorgate-st.

Jay, Nicholas Bull, the Grove, Hammersmith, Assistant to a Silk Mercer. Pet Jan 16. Feb 2 at 2. Stinton, Margaret-st.

Payne, Thos, Alexandra-ter, Victoria-park, out of employment. Pet Jan 12. Feb 2 at 12. Hare, Basinghall-st.

Rudge, Edwin Atkinson, Milton-next-Gravesend, Milliner. Pet Jan 15. Feb 2 at 2. Harrison & Lewis, Old Jewry, and Wates, Gravesend.

Sirr, Hy Chas, Aberdeen-pl, Maida-hill, Gent. Pet Jan 4. Feb 6 at 11. Elliott, Sherborne-lane.

Smith, Joseph, Wadhurst, Farmer. Adj Jan 11. Feb 6 at 1. Aldridge.

Sowman, Hy, Sidney-st, Commercial-rd East, Leather Seller. Pet Jan 14. Jan 30 at 1. Beard, Basinghall-st.

Street, Alfred, Brighton, out of business. Pet Jan 16. Feb 2 at 2. Harrison & Lewis, Old Jewry.

Tindall, Wm, Brownlow-st, Drury-lane, Currier. Pet Jan 15. Feb 2 at 12. Chipperfield, Trinity-st.

Trane, Julius, Limehouse, Tobacconist. Pet Jan 14. Feb 6 at 1. Aldridge.

Upton, Fredk, Charing-cross, Banker's Clerk. Pet Jan 16. Feb 6 at 1. Blake, Moorgate-st.

To Surrender in the Country.

Aldridge, Benj, Bristol, Boot Maker. Pet Jan 14. Bristol, Jan 29 at 12. Hill.

Armstrong, Thos, Newcastle-upon-Tyne, Boot Dealer. Pet Jan 16. Newcastle-upon-Tyne, Jan 30 at 11. Joel, Newcastle-upon-Tyne.

Beecroft, Geo, Durham, Grocer. Pet Jan 14. Durham, Jan 30 at 12. Marshall, Durham.

Briggs, John, Bradford, Corn Miller. Pet Jan 16. Leeds, Feb 4 at 11. Dawson, Bradford, and Bond & Barwick, Leeds.

Clark, Joseph Dawson, Keswick, Draper. Pet Jan 2. Newcastle-upon-Tyne, Feb 3 at 11.30. Sale & Co, Manchester, and Griffith & Crighton, Newcastle-upon-Tyne.

Clift, John, Churchbridge, Oldbury, Worcester, Coal Dealer. Pet Jan 12. Oldbury, Jan 28 at 10. Shakespeare, Oldbury.

Cocker, Robt, Aston, nr Birm, Wire Manufacturer. Pet Jan 11. Birm, Feb 5 at 12. Harrison & Wood, Birm.

Collinson, Allan, Halifax, Fruiterer. Pet Jan 16. Leeds, Feb 1 at 11. Norris & Foster, Halifax, and Bond & Barwick, Leeds.

Cottam, Thos, Lpool, Victualler. Pet Jan 14. Lpool, Feb 3 at 11. Thornley, Lpool.

Dack, Thos, Swannington, Norfolk, Lime Burner. Adj Oct 28. Norwich, Feb 2 at 3. Sadd, Norwich.

Dixon, Josiah, Leeds, Architect. Pet Jan 16. Leeds, Feb 4 at 11. Simpson, Leeds.

Edmonds, Wm, Chisledon, Wilts, Non-Trader. Adj Jan 5. Swindon, Jan 29 at 10.

Gee, John, Hanley, Hosier. Pet Jan 14. Birm, Feb 5 at 12. Smith, Birm.

George, Jas Wm, Norwich, Carpenter. Adj Jan 11. Norwich, Jan 29 at 11. Atkinson, Norwich.

Grantham, John, Brecon, Vocalist. Adj Jan 9. Swansea, Feb 3 at 3.

Grasmith, Chas, Birm, out of business. Pet Jan 15. Birm, Feb 8 at 10. Duke, Birm.

Griffiths, Jas, Oldbury, Charter Master. Pet Jan 13. Birm, Feb 1 at 12. Jackson, West Bromwich.

Hadfield, John Hurst, Horwich and Blackrod, Lancaster, Druggist. Pet Jan 15. Bolton, Feb 4 at 10. Edge, Bolton.

Harris, Richd, Knottingley, Ship Carpenter. Pet Jan 9. Pontefract, Jan 27 at 11. Walker, Pontefract.

Hay, John, Bradford, Carrier's Clerk. Pet Jan 15. Bradford, Feb 2 at 10. Hutchinson, Bradford.

Heath, Thos, jun, Longton, Stoke-upon-Trent, Sawyer. Pet. Stoke-upon-Trent, Jan 30 at 11. Tennant, Hanley.

Heaton, Joseph, Blakey-moor, Blackburn, Reed Maker. Pet Jan 11. Blackburn, Feb 1 at 1. Whalley & Collett, Blackburn.

Johnson, James, Ansty, Leicester, Bookkeeper. Pet Jan 15. Leicester, Feb 3 at 10.30. Haxby, Leicester.

Jones, John, Lpool, Draper's Assistant. Pet Jan 15. Lpool, Feb 3 at 12. Holden, Lpool.

Jones, Lewis, Aberystwith, Grocer. Pet Jan 14. Bristol, Jan 29 at 11. Attwood & Rowe, Aberystwith, and Britton & Sons, Bristol.

Lambert, Joseph, Bradford and Eccleshill, Cloth Manufacturer. Pet Jan 14. Leeds, Feb 1 at 10. Hutchinson, Bradford.

Leach, Daniel, Northampton, Cooper. Pet Jan 14. Northampton, Jan 30 at 10. Shield & White, Northampton.

Lester, Miles, North Kelsey, Lincoln, Corn Dealer. Pet Jan 14. Caistor, Feb 1 at 11.30. Rhodes & Sons, Market Rasen.

McCarthey, Hy, Bristol, General Dealer. Pet Jan 14. Bristol, Jan 29 at 12. Murley.

Mallinson, John, Huddersfield, Woollen Merchant. Pet Jan 9. Leeds, Feb 4 at 11. Floyd & Learoyd, Huddersfield, and Bond & Barwick, Leeds.

Nicholls, Thos Jas, Milford, Pembroke, Dealer in Coal. Pet Jan 12. Haverfordwest, Jan 25 at 12. Parry, Pembroke-dock.

Nicholas, Wm Rchd, Gwinear, Cornwall, Farmer. Adj Jan 9. Bodmin, Jan 30 at 11.

Parry, Thos, Slamberwen, Denbigh, Farmer. Pet Jan 14. Lpool, Feb 3 at 12. Jones, Lpool.

Rollinson, Joe Charlesworth, Chesterfield, Victualler. Pet Jan 6. Leeds, Feb 6 at 10. Unwin, Sheffield.

Smith, Fredk, jun, Birm, out of business. Pet Jan 15. Birm, Feb 8 at 10. East, Birm.

Snook, Wm, West Cowes, Plumber, &c. Pet Dec 30. Newport, Jan 30 at 11. Joyce, Newport.

Spencer, Wm, Emberton, Buckingham, Butcher. Pet Jan 15. Newport Pagnell, Feb 3 at 3. Conquest & Stimson, Bedford.

Thomas, Benj, Witton-park, Durham, Joiner. Pet Jan 14. Newcastle-upon-Tyne, Feb 3 at 12.30. Trotter & Son, Bishop Auckland, and Hodge & Harle, Newcastle-upon-Tyne.

Thomas, Zechariah Hugh, Witton-park, Durham, Mason. Pet Jan 14. Newcastle-upon-Tyne, Feb 3 at 12. Hodge & Harle, Newcastle-upon-Tyne.

Troake, John, Lpool, Cotton Waste Dealer. Adj Dec 17. Lpool, Jan 29 at 1. Evans & Co, Lpool.

Wareham, Jas, Corfe Mullen, Dorset, Innkeeper. Pet Jan 14. Wimborne Minster, Feb 1 at 2. Freeman.

Warren, Thos, Bristol, Fellmonger. Pet Jan 16. Bristol, Feb 1 at 11. Goolden, Bristol.

Whitwell, Jas, Worcester, Grocer. Pet Jan 13. Worcester, Feb 2 at 11. Rea, Worcester.

Williams, Wm, Conway, Carnarvon, Attorney's Clerk. Pet Jan 14. Conway, Feb 1 at 10. Jones, Conway.

Williams, Wm, Birm, Haberdasher. Pet Jan 14. Birm, Feb 1 at 12. Fitter, Birm.

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 15, 1864.

Smith, Hy Meux, Flamstead Lodge, nr Dunstable, Gent. Jan 12.

TUESDAY, Jan. 19, 1864.

Smith, Thos Hirst, Huddersfield, Cloth Dresser. Dec 9.

ESTATE EXCHANGE REPORT.

AT THE MART.

Jan. 13.—By Messrs. EDWIN FOX & BOUSFIELD.

Freehold residence and building land, known as the Willoughby Estate, Tottenham.—Lot 1. A residence situate at the corner of Willoughby Park-road; sold for £640. Lot 2. Plot of building land; sold for £125. Lot 3. Ditto; sold for £125. Lot 4. Ditto; sold for £150. Lots 5, 6, and 7. Ditto; sold for £35 each. Lots 12 and 13. Ditto; sold for £90 each. Lot 14. Ditto; sold for £95.

By Messrs. TEBB, BROTHERS.

Freehold four houses, Nos. 8 and 9, Turville-street, Church-street, Shoreditch, and the two houses in the rear.—Sold for £800.

Jan. 14.—By Mr. MARSH.

Leasehold, ten dwelling-houses, Nos. 1 to 10, St. Helena-place, Deptford Lower-road.—Sold for £1,155.

Leasehold, six houses, Nos. 1 to 6, Wynford-terrace, Deptford Lower-road. Sold for £860.

Leasehold, three houses, Nos. 14 to 16, Brunswick-terrace, Deptford Lower-road.—Sold for £420.

Leasehold, four houses, Nos. 10 to 13, Brunswick-terrace.—Sold for £750
Leasehold, two houses, Nos. 13 and 14, Wynford-terrace, Deptford Lower-road.—Sold for £340.
Leasehold, two residences, Nos. 15 & 16, Wynford-terrace.—Sold for £380.
Leasehold house and shop, No. 17, Wynford-terrace.—Sold for £345.
Freehold house, No. 117, Armagh-road, North Roman-road, Old Ford, Bow.—Sold for £200.
Leasehold house and shop, No. 1A, St. Helen's-place, Deptford Lower-road.—Sold for £165.